

## SURVEYOR GENERAL'S OFFICE.

## Revenue Survey of India.

## NOTIFICATION.

Dated 10th July 1867.

1st.—The following Subordinate Officers of the Revenue Survey Department are hereby classified as follows in the newly-organized Establishment recommended by the Government of India in Financial Resolution No. 62, dated 16th April 1866, and sanctioned in a letter from the Right Hon'ble the Secretary of State for India, No. 176, dated 31st July 1866, with retrospective effect from the 1st April 1866 :—

Names.	Grade.	Names.	Grade.
Mr. G. Housden ...	Civil Asstt., 2nd Grade.	Mr. A. J. Gibson ...	Sub-Asstt., 3rd Grade.
" J. R. Pringle ...	Civil Asstt., 3rd Grade.	" J. Mills ...	Ditto.
" G. S. Swiney ...	Ditto.	" W. Street ...	Ditto.
" J. Pickard ...	Ditto.	" L. G. Hill ...	Ditto.
" W. H. Patterson ...	Ditto.	" A. M. Lawson ...	Ditto.
" G. H. Blyth ...	Civil Asstt., 4th Grade.	Baboo Huree Sing ...	Ditto.
" E. Loftie ...	Ditto.	Mr. H. Wray ...	Ditto.
" C. W. Campbell ...	Ditto.	" J. U. T. Coxen ...	Ditto.
" F. W. Kelly ...	Ditto.	" J. A. Swyny ...	Ditto.
" F. Grant ...	Ditto.	" H. Dowman ...	Ditto.
" H. L. Pemberton ...	Ditto.	" E. Little ...	Ditto.
" W. Sinclair ...	Ditto.	" J. H. Barter ...	Ditto.
" C. Brownfield ...	Ditto.	" H. T. Hanby ...	Ditto.
" D. W. Burnett ...	Ditto.	" T. D. Moran ...	Sub-Asstt., 4th Grade.
" R. Barclay ...	Sub-Asstt., 1st Grade.	" J. N. Stoelke ...	Ditto.
" J. Todd ...	Ditto.	" J. H. O'Donel, Jr. ...	Ditto.
" W. R. Vyall ...	Ditto.	" T. S. Martin ...	Ditto.
" B. H. Billon ...	Sub-Asstt., 2nd Grade.	" G. B. Scott ...	Ditto.
" C. David ...	Ditto.	" D. A. King ...	Ditto.
" G. R. Buttress ...	Ditto.	" P. Ford ...	Ditto.
" P. H. W. Brady ...	Ditto.	" G. Barrett ...	Ditto.
" P. Cowley ...	Ditto.	Sergt. J. Newland ...	Ditto.
" G. Rae ...	Ditto.	Corporal W. Bourne ...	Ditto.
" S. M. Smylie ...	Ditto.	Mr. L. J. S. Evans ...	Ditto.
" H. R. Littlewood ...	Ditto.	" C. W. F. Seyers ...	Ditto.
" J. S. Pemberton ...	Ditto.	" R. B. Smart, Jr. ...	Ditto.
" W. A. Wilson ...	Ditto.	" E. Lincoln ...	Ditto.
" T. W. Reilly ...	Ditto.	" J. Connor ...	Ditto.
" W. S. Buttress ...	Sub-Asstt., 3rd Grade.	" T. Dunne ...	Ditto.
" J. D. Lynch ...	Ditto.	" W. J. Lane ...	Ditto.
" E. C. Barrett ...	Ditto.	" G. H. O'Donel ...	Ditto.
" H. Walsh ...	Ditto.	" G. B. Youngs ...	Ditto.
" W. H. Reynolds ...	Ditto.	" T. Patterson ...	Ditto.

2nd.—The following promotions are made from various dates after 1st April 1866 :—

Mr. G. Housden,	to be Civil Assistant, 1st Grade	...	...	1st July	1867.
" J. R. Pringle,	ditto	2nd Grade	...	1st "	"
" C. W. Campbell,	ditto	3rd Grade	...	1st "	"
" F. W. Kelly,	ditto	ditto	...	1st "	"
" W. S. Buttress,	to be Sub-Assistant, 2nd Grade	...	...	1st October	1866.
" J. D. Lynch,	ditto	ditto	...	1st November	"
" E. C. Barrett,	ditto	ditto	...	1st January	1867.
" T. D. Moran,	ditto	3rd Grade	...	3rd August	1866.
" J. N. Stoelke,	ditto	ditto	...	3rd "	"
" J. H. O'Donel, Jr.	ditto	ditto	...	1st October	"
" T. S. Martin,	ditto	ditto	...	15th "	"
" G. B. Scott,	ditto	ditto	...	15th December	"
" D. A. King,	ditto	ditto	...	15th "	"
" P. Ford,	ditto	ditto	...	15th "	"
" G. Barrett,	ditto	ditto	...	1st January	1867.



3rd.—The following Sub-Assistants, who joined the Department after the 1st April 1866, are classified from the dates of appointment:—

Mr. G. Cooke,	Sub-Assistant,	2nd Grade	...	...	6th December 1866.
" J. E. P. Linke,	ditto	3rd Grade	...	...	5th " "
" R. C. Ewing,	ditto	4th Grade	...	...	9th June "
" G. W. Jarbo,	ditto	ditto	...	...	1st November "
" J. R. Scott,	ditto	ditto	...	...	19th January 1867.
" R. L. Thompson,	ditto	ditto	...	...	19th " "
" A. Hutcheon,	ditto	ditto	...	...	18th May "
" C. W. Wilson,	ditto	ditto	...	...	21st June "
" J. McHatton,	ditto	ditto	...	...	1st July "

(Signed) JOHN MACDONALD, Major,  
Offg. Supdt. Revenue Surveys, and  
Deputy Surveyor General.

CALCUTTA,  
The 10th July 1867. }

H. L. THUILLIER, Colonel,  
Surveyor General of India.

## PAPER CURRENCY OFFICE.

### NOTIFICATION.

Calcutta, the 1st July 1867.

#### NEW ISSUE OF CURRENCY NOTES.

A new pattern of Currency Notes for Rs. 1,000 and Rs. 500 has been issued from the Exchange Department, Calcutta, from the 13th instant.

The chief distinguishing marks of the new Notes are as follows:—

I.—The value is printed in letters at the upper part, and in figures at both sides of the Note in the—  
Persian, Mahajonie, Nagari, and Bengali characters.

II.—The number is printed in black ink on a green medallion.

III.—The value is also printed in large figures of a green colour across the lower part of the Note.

These Notes will circulate for the present concurrently with those of the old pattern, and both are equally a legal tender: the Notes of the old pattern will be gradually withdrawn from circulation as they are superseded by the present issue.

Until further notice, these new Notes will only be issued for Rs. 1,000 and Rs. 500; for the lower denominations the old pattern will be still maintained.

J. A. BALLARD,  
Offg. Head Commissioner,  
Paper Currency.

## DEPUTY ACCOUNTANT GENERAL'S OFFICE, HYDERABAD.

### NOTIFICATION.

Bolarum, the 4th July 1867.

Under instructions from the Comptroller General of Accounts, it is hereby intimated that applications for funds on account of Imperial expenditure in the Hyderabad Administration, should be addressed to the undersigned, by whom Letters of Credit will be issued on the Political Treasury at Hyderabad.

E. SIMPSON BYRNE,  
Depy. Acctt. Gent., Hyderabad.

## TELEGRAPH DEPARTMENT.

### NOTIFICATION.

Calcutta, the 27th July 1867.

#### Complaint and Check Office.

Statement of the number of the messages which have been transmitted by the Indian Telegraph Department during the month of May, showing the number and percentage of those containing errors, together with the number of complaints received during the same period:—

	Total number of messages transmitted.	NUMBER OF ERRORS.			PERCENTAGE OF ERRORS.			Number of complaints received.
		Trivial.	Serious.	Total.	Trivial.	Serious.	Total.	
Indian Messages	27,983	448	45	493	1.60	.16	1.76	61
Indo-European Messages ...	2,518	127	8	135	5.04	.31	5.35	14

Of the fourteen complaints respecting Indo-European messages, five are attributable to faults which occurred in India, three to faults which occurred beyond India, two to faults in and beyond India, and four were groundless.

R. MURRAY, Major,  
Offg. Director Genl. of Tels. in India.

## GAZETTE OF INDIA.

### NOTIFICATION.

The 26th April 1867.

The Viceroy and Members of the Government of India having left the Presidency for Simla, it is hereby notified that on and after the 4th May until further notice, the *Gazette of India* will be published at Simla on the morning of every Saturday.

All communications other than remittances intended for the *Gazette* should be addressed to the "Superintendent, *Gazette of India*, Simla."

Remittances should be sent to the Calcutta Office.

*STATEMENT of Government Promissory Notes, enfaced for payment of Interest in London, under  
on the 8th*

PARTICULARS.	3½ per cent. Loan of 1853-54.	4 per cent. Loan of 1824-25.	4 per cent. Loan of 1828-29.	4 per cent. Loan of 1832-33.	4 per cent. Loan of 1835-36.	4 per cent. Loan of 1842-43.	4 per cent. Loan of 1854-55.	4 per cent. Loan Transfer of 1865.
Balance of 22nd June 1867 ...	36,100	26,666	2,346	20,44,906	32,51,400	1,22,86,400	98,73,300	58,64,800
<i>Add—</i>								
Amount enfaced at Madras between 33rd June and 8th July 1867 ...	...	...	...	...	5,000	1,05,300	16,000	...
Amount enfaced at Bombay between 23rd June and 8th July 1867 ...	...	...	...	...	...	36,600	95,100	60,600
Amount enfaced at Calcutta between 23rd June and 8th July 1867 ...	...	...	...	4,267	1,500	10,500	68,700	12,500
<b>TOTAL</b> ...	36,100	26,666	2,346	20,49,173	32,57,900	1,24,38,800	1,00,53,100	59,37,900
<i>Deduct—</i>								
Amount written off in the London Registers ...	...	...	...	...	13,500	45,300	1,16,800	...
Balance on 8th July 1867 ...	36,100	26,666	2,346	20,49,173	32,44,400	1,23,93,500	99,36,300	59,37,900

PUBLIC DEBT OFFICE;  
BANK OF BENGAL,  
The 19th July 1867. }

### CURRENCY NOTES.

*Extract from Financial Department Notification  
No. 1004A., dated Simla, 30th July 1866.*

Para. 9.—“The person making the statement respecting a lost or destroyed Note, or portion of Note, will be required to advertise its loss (free of charge) *thrice* at least in the *Official Gazette* of the Presidency or place where or within which the Note is payable, and *once* in the *Gazette of India*.”

#### Lost.

In transit by Post between Sealkote and Calcutta, halves of three Government Currency Notes, Lahore Circle, Rs. 10 each, *viz.* :—

No. A18—71248.

„ A18—58800.

„ A18—62576.

J. F. RICHARDSON, *Lieut.-Col.,*  
*Commandant, 6th Bengal Cavalry.*

The right half of Lahore Circle Currency Note No. A18—65772, for Rs. 10.

DEENA NATH,  
*Mean-Meer.*

The following Currency Notes, Lahore Circle :—

No. A26—37489 } for Rs. 20 each.  
„ A26—20330 }

C. ROE, c. s.,  
*on behalf of JUGG LALL.*

In the end of March 1867, in transit by Post from Umritsur to Calcutta, half of the Currency Note No. A26—35782, dated 15th May 1862, for Rs. 20, Lahore Circle.

P. GRICE,  
*Conductor, D. P. W.*

In transit, the second halves of the following Currency Notes :—

Nos. A34—30530, A27—61727, for Rs. 20 each;  
A19—75038, A19—90260, and A21—16860,  
for Rs. 10 each.

JAMES ANDERSON & Co.

Second half of the following Currency Note—  
intimation of loss given to the Currency Office,  
Allahabad :—

No. A23—74919, for Rs. 50.

GUNGAPERSAUD & Co.

Half of the following Currency Note—intimation  
of loss given to the Currency Office, Calcutta :—

No. A34—44508, for Rs. 20.

BOYCUNTO NAUTH MOOKERJEE.

The following Currency Note—intimation of  
loss given to the Currency Office, Calcutta :—

No. A30—84140, for Rs. 100.

J. A. MENDES.



*deduction of amount re-transferred to India, and outstanding in the Books of the Bank of Bengal July 1867.*

4½ per cent. Loan of 1856-57.	5 per cent. P. W. Loan of 1854-55.	5 per cent. Loan of 1856-57.	5½ per cent. Loan of 1859-60.	5 per cent. Debenture Loan of 1866-67, redeemable on 4th Jan- uary 1869.	5 per cent. Debenture Loan of 1866-67, redeemable on 3rd Jan- uary 1870.	5 per cent. Debenture Loan of 1867, redeemable on 1st June 1872.	5 per cent. Debenture Loan of 1867, redeemable on 1st June 1877.	5 per cent. Debenture Loan of 1867, redeemable on 1st June 1882.	TOTAL.
16,500	45,03,700	5,46,10,500	3,41,84,600	50,000	5,02,000	10,60,000	13,61,000	25,72,000	13,22,46,218
...	46,800	35,500	56,000	...	...	...	...	...	2,64,600
...	4,000	1,90,500	99,000	...	...	...	...	...	4,85,800
...	1,000	1,69,200	2,41,900	...	...	...	5,05,000	1,87,000	12,01,567
16,500	45,55,500	5,50,05,700	3,45,81,500	50,000	5,02,000	10,60,000	18,66,000	27,59,000	13,41,98,185
...	...	65,400	79,300	...	...	...	...	...	3,20,300
16,500	45,55,500	5,49,40,300	3,45,02,200	50,000	5,02,000	10,60,000	18,66,000	27,59,000	13,38,77,885

GEO. DICKSON,

*Secretary and Treasurer.*

The left half of the following Currency Note—  
intimation of loss given to the Currency Office,  
Trichinopoly:—

No. 57175, Trichinopoly Circle Note.

First half of the following Currency Note—  
intimation of the loss given to the Currency  
Office, Allahabad:—

No. A12—01160, for Rs. 50.

WATSON, GREEN, & HART.

In transit by Post, first half of Government  
Currency Note No. 16400, for Rs. 10, Allahabad  
Circle—intimation of loss given to Currency Office.

H. E. FOX,  
*Civil Surgeon.*

Second half of the following Currency Note—  
intimation of loss given to the Currency Office,  
Allahabad:—

No. A30—72537, for Rs. 100.

J. T. FERGUSSON,  
*Asstt. Engineer.*

In transit by Post, between Ajmere and Ah-  
mednuggur, Allahabad Currency Note No. A26—  
09292.

C. E. LESLIE,  
*Inspector of Police.*

First halves of the following Currency Notes—  
intimation of loss given to the Currency Offices,  
Calcutta, Allahabad, and Lahore:—

No. A19—59759, Calcutta, for Rs. 10.

„ A18—72282, Lahore, „ 10.

„ A18—65706, Lahore, „ 10.

„ A18—11727, Allahabad, „ 10.

K. C. BYRNE.

Second half of the following Currency Note—  
intimation of loss given to the Currency Office,  
Allahabad:—

No. A12—02348, for Rs. 50.

A. ANDERSON,  
*Sub-Deputy Opium Agent,  
Fyzabad.*

The right halves of the following Currency  
Notes, Trichinopoly Circle—intimation of loss  
given to the Currency Office, Trichinopoly:—

No. B11—28950, dated 20th July 1863, for Rs. 100.

„ B17—53350, „ 19th „ 1865, „ 100.

„ B17—53351, „ „ „ „ 100.

„ B8—99059, „ 7th „ 1863, „ 10.

Second halves of the following Currency Notes,  
Allahabad Circle—intimation of loss has been  
given to the Currency Offices, Allahabad and Cal-  
cutta:—

Nos. 03189, 29363, and 03181, for Rs. 10 each.

Second half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A18—11684, for Rs. 10.

HURDIAL SINGH,  
*Record Keeper, Commr.'s Office,  
Roy Barielly Division.*

Half of a Government Currency Note No. A27—15745, for Rs. 20, of the Allahabad Circle of Issue. Payment stopped.

CHARLES NEPHEW & Co.

#### Lost or Stolen.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A20—71611, for Rs. 10.

MODHOOSOODUN BANERJEE.

Half of the following Currency Note—intimation of loss has been given to the Currency Office, Calcutta:—

No. A35—16602, for Rs. 50.

BEAKE & Co.

The following whole Currency Notes—intimation of loss given to the Currency Office, Calcutta:—

No. 09599, for Rs. 500.

„ 73954, „ 50.

„ 02330, „ 10.

MOULVIE MAHOMED KAMIL,  
*Dy. Collector and Dy. Magistrate,  
Noakhali.*

#### Stolen.

The right half of Government Currency Note No. A35—51069, dated 16th May 1865, for Rs. 50. Payment of which has been stopped.

BODELIO & Co.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A9—22865, for Rs. 20.

SHAMA CHURN MOOKERJEE.

#### PROMISSORY NOTES.

##### Lost or Stolen.

A 4 per cent. Government Security No. 6173 of 1835-36, for Rs. 1,000, the property of the undersigned. Any person giving information which will lead to the recovery thereof, shall be rewarded.

GUNGA DEEN CHOWDRY,  
*Chupper Mohul, Cawnpore.*

#### ADVERTISEMENTS.

##### Bank of Bengal.

*Calcutta, the 22nd July 1867.*

Notice is hereby given that, in conformity with Section 33 of the Charter (Act IV. of 1862), the Annual General Meeting of Proprietors of the Bank of Bengal will be held at the Bank on Monday, the 5th August, at 11 o'clock A. M.

By Order of the Directors,

G. DICKSON,  
*Secretary and Treasurer.*

##### Notice.

The interest and responsibility of Baboo Ramgopal Ghose in our Firm ceased on the 30th April last.

CALCUTTA, }  
The 20th July 1867. } RAMGOPAL GHOSE & Co.

*Now ready,*

##### The Collector's Hand-Book

OF

##### PERIODICAL RETURNS.

*Rs. 3, including Postage.*

*About to issue immediately,*

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*Also separately,*

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To find the corresponding English, Hindoo, and Mahomedan dates.—*Re. 1-8.*

*In the Press, and will issue shortly,*

##### The Magistrate's Manual:

Containing the Unrepealed Legislative Acts and Circulars of the High Court to date of publication, with Rules regarding commitments of European British Subjects, &c.

*To be followed by*

##### The New Police Code

FOR THE

##### NORTH-WESTERN PROVINCES:

Embodying all the latest Circulars and Enactments up to April 1867. Price to Registered Applicants for the last two works, Rs. 10-8 each.

Address—

REGINALD F. SAUNDERS, Esq., B. C. S.,  
*Barrister-at-Law,*

*Magistrate of Shahjehanpore, N. W. P.*

SHAHJEHANPORE, }  
April 1867. }





# The Gazette of India.

Published by Authority.

SIMLA, SATURDAY, AUGUST 10, 1867.

## HOME DEPARTMENT.

### LEGISLATIVE.

The following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 1st August 1867, and is hereby promulgated for general information:—

#### ACT No. XXXIV OF 1867.

*An Act to repeal Act No. XIX of 1866 in the places to which the Madras Salt Excise Act, 1867, may be made applicable.*

WHEREAS it was enacted by Section 1 of Act No. XIX of 1866 (to enhance the price of Salt manufactured and sold under the orders of the Governor of the Presidency of Port Saint George in Council), that Section 43 of Act No. VI of 1844 should be repealed, and that, in lieu thereof, the following section should be substituted (that is to say):—

“XLIII. The price to be paid to the Government of the Presidency of Fort Saint George, for salt manufactured and sold under the orders of the Governor of the Presidency in Council, for consumption within the territories subordinate to the same Presidency, shall, from and after the passing of this Act, be one Rupee and eleven annas for every three thousand two hundred tolas weight of salt.”

And whereas, with the previous sanction of the Governor General of India, a Bill to be called the Madras Salt Excise Act, 1867, has been introduced into the Council of the Governor of Fort Saint George for the purpose of making Laws and Regulations, to enable the Local Government to levy a duty, by way of Excise, on salt manufactured in the districts to which such Act may be made applicable, and there to fix the Salt Excise and Import Duties, and the selling price of salt imported by the Government, at such rates as the Governor of Fort Saint George in Council, with the sanction of the Governor General of India in Council, may, from time to time, determine: And whereas, in order to give effect to the proposed enactment, it is necessary to render the said Act No. XIX of 1866, and the section substituted thereby for, the original

Section 43 of Act No. VI of 1844, inoperative in those districts to which the said Madras Salt Excise Act, 1867, may be made applicable; It is hereby enacted as follows:—

1. In all districts, or parts of districts, of the Madras Presidency to which the said Madras Salt Excise Act of 1867 may be made applicable, Act No. XIX of 1866 of the Governor General of India in Council and the said section thereby substituted for the original Section 43 of Act No. VI of 1844, shall be held to be repealed and of no effect.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Dept. (Legislative).

The following Bill was introduced into the Council of the Governor General of India for the purpose of making Laws and Regulations on the 31st July 1867, and was referred to a Select Committee with instructions to make their report thereon in six weeks:—

#### No. 20 OF 1867.

*A Bill to enable appeals to be transferred from the Court of the Financial Commissioner of Oudh to the Court of the Judicial Commissioner of that Province, and for other purposes.*

WHEREAS it is expedient to enable appeals to be transferred from time to time from the Court of the Financial Commissioner of Oudh to the Court of the Judicial Commissioner of that Province; and whereas it is also expedient to provide for the decision of certain questions arising before either of such Commissioners by a Court composed of both of them; It is hereby enacted as follows:—

#### I.—Transfer of cases by Financial Commissioner.

1. Whenever the state of business in the Court of the Financial Commissioner of Oudh is such that he cannot dispose of the same with reasonable despatch, he may cause a list of the appeals, whether regular or special, which he may wish to transfer for decision to the Court of the Judicial Commissioner of Oudh, to be prepared and sent to the Chief Commissioner

Financial Commissioner may prepare and send list of cases for transfer.

of Oudh, and such Chief Commissioner may, if he think fit, order all or any of such appeals to be transferred accordingly.

2. In all appeals so transferred, the said Judicial Commissioner shall proceed as if they had been originally presented in his Court; and his orders thereon shall have the same effect to all intents and purposes as if they had been made by the said Financial Commissioner.

## II.—*Appeals before Financial and Judicial Commissioners.*

### *Reference to High Court.*

3. Whenever any appeal, whether regular or special, shall come before the said Financial Commissioner or the said Judicial Commissioner, if the Commissioner before whom such appeal shall have come shall think it desirable to obtain the opinion of the other Commissioner on any question of fact or of law arising on such appeal, he may record a memorandum to that effect, and on receipt of a copy of such memorandum, the other Commissioner shall be bound to sit, as soon as may be practicable, with the Commissioner recording the memorandum, in the Court of such Commissioner, and to assist in disposing of the said question, subject to the provisions hereinafter contained.

4. In case there shall be a difference of opinion between the two Commissioners, the following course shall be pursued (that is to say):—

(1.)—If the difference of opinion shall be on any question of fact in the finding of the Lower Court, the finding shall be upheld;

(2.)—If the difference of opinion shall be on a point of law or of usage having the force of law, the ruling of the Lower Court shall, in such case also, be upheld, unless one of the Commissioners shall be of opinion that the point should be referred to the High Court of Judicature of the North-Western Provinces of the Presidency of Bengal, in which case the Commissioners shall state the point as to which they differ, and forward the statement with their respective opinions thereon to such High Court.

5. The Commissioners may proceed in the case notwithstanding such reference, and may pass a decree contingent on the opinion of the High Court on the point referred; but no execution shall be issued in any case in which a reference shall have been made until the receipt of the order of the High Court.

6. Cases referred under this Act for the opinion of the High Court, shall be heard by three Judges of that Court, and shall be determined according to the opinion of the majority of such Judges.

7. The parties to such cases may appear, plead and act in the said High Court in person or by an Advocate or Vakíl of such High Court; and the High Court, when it

shall have heard and considered the case, shall transmit a copy of its opinion, under the seal of the Court and the signature of the proper officer, to the Commissioners making the reference.

8. Costs, if any, consequent on such reference, shall be costs in the suit.

## III.—*Points arising in Criminal Cases.*

Provision for decision of points arising in criminal cases before Judicial Commissioner.

9. When any appeal shall have been presented to the said Judicial Commissioner under the Code of Criminal Procedure;

or when any sentence of death shall have been referred to him for confirmation;

if he shall think it desirable to obtain the opinion of the said Financial Commissioner on any question of fact or of law arising on such appeal, or on such reference,

the provisions contained in Sections 3, 4, 5, 6, and 7 of this Act shall, *mutatis mutandis*, apply:

Provided that if there be a difference of opinion on any question of fact, the case may, but if the difference involve the confirmation, commutation or reversal of a sentence of death or of transportation or of imprisonment, the case shall, be referred in manner aforesaid to the said High Court.

## STATEMENT OF OBJECTS AND REASONS.

The Court of the Financial Commissioner of Oudh is, under Act XVI of 1865, the final Court of Appeal in all suits involving any right in land in Oudh. In consequence of the progress of the Settlement of the Land Revenue, the Financial Commissioner is frequently overwhelmed with appellate business, much of which might, without any objection, be disposed of by the Judicial Commissioner, whose work is usually far less heavy. This would often greatly facilitate the despatch of business, and would give important relief to suitors. The Bill therefore proposes to give the means of transferring appeals for final decision from the Court of the Financial Commissioner to the Court of the Judicial Commissioner.

It is also proposed to give to the Financial and Judicial Commissioners the power of sitting together for the hearing of revenue, civil and criminal cases of special difficulty and importance. If there should be a difference of opinion between the Judges, the Bill provides that a reference may be made to the High Court of the North-Western Provinces. In this respect it is proposed to follow a course similar to that prescribed by Act IV of 1866 (the Panjáb Chief Court Act), for cases in which there is a difference of opinion between two of the Judges of the Chief Court of the Panjáb.

SIMLA,  
The 23rd July 1867.

J. STRACHEY.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).



The following Bill was introduced into the Council of the Governor General of India for the purpose of making Laws and Regulations on the 31st July 1867, and was referred to a Select Committee with instructions to make their report thereon in six weeks :—

No. 21 of 1867.

*A Bill to define the rights of Talukdárs and others in certain estates in Oudh, and to regulate the succession thereto.*

WHEREAS, after the re-occupation of Oudh by the British Government in the year 1858, the proprietary right in divers estates in that Province was, under certain conditions, conferred by the British Government upon certain Talukdárs and others; and whereas doubts may arise as to the nature of the rights of the said Talukdárs and others in such estates, and as to the course of succession thereto; and whereas it is expedient to prevent such doubts, and to regulate such course and to provide for such other matters connected therewith as are hereinafter mentioned; It is hereby enacted as follows :—

#### I.—Preliminary.

1. This Act may be cited as "The Oudh Estates Act, 1867," and shall extend only to the estates hereinafter referred to.
2. In this Act, unless there be something repugnant in the subject or context,—
  - "Immoveable property" includes land, benefits to arise out of land, and things attached to the earth, or permanently fastened to anything which is attached to the earth;
  - "Transfer." "Transfer" means an alienation *inter vivos*;
  - "Will" means the legal declaration of the intentions of the testator with respect to his property affected by this Act, which he desires to be carried into effect after his death;
  - "Codicil" means an instrument made in relation to a Will, and explaining, altering, or adding to its dispositions: It is considered as forming an additional part of the Will;
  - "Signed." "Signed" applies to the affixing of a mark;
  - "Registered" means registered according to the provisions of the law relating to the registration of assurances for the time being in force in Oudh;
  - "Minor" means any person who shall not have completed the age of eighteen years, and "minority" means the status of such person;
  - "Talukdár" means any person who has acquired the proprietary right in an estate in the manner mentioned in Section 4, or who is referred to in Section 5, and whose name is entered in the first of the lists mentioned in Section 7;
  - "Grantee" means any person, other than a Talukdár, upon whom the proprietary right in an estate has been conferred by a special grant of the British

Government, as a reward for faithful and loyal service, and whose name is entered in the fifth or sixth of the lists mentioned in Section 7;

"Estate" means the taluka or land acquired or held by a Talukdár in the manner mentioned in Section 4, or Section 5, or the land conferred by a special grant of the British Government upon a Grantee;

"Heir" means a person who inherits property otherwise than as a widow, under the special provisions of this Act; and "legatee" means a person to whom property is bequeathed under the same provisions;

"Month" means a month reckoned according to the British Calendar;

"Section." "Section" means a section of this Act;

Words importing the singular number include the plural, words importing the plural number include the singular, words importing the male sex include females; words expressing relationship denote only legitimate relatives, but apply to children in the womb who are afterwards born alive: words expressing collateral relationship apply alike to relatives of the full and half blood.

3. Nothing in this Act shall affect the provisions of Act XVI of 1865, (to remove doubts as to the jurisdiction of the Revenue Courts in Oudh in suits relating to land, and to enlarge the period of limitation in such suits) or of Act XIII of 1866, (to exempt certain suits in Oudh from the operation of the rules of limitation in force in that Province), or of Act XXVI of 1866, (to legalize the rules made by the Chief Commissioner of Oudh for the better determination of certain claims of subordinate proprietors in that Province).

#### II.—Rights of Talukdárs.

4. Every Talukdár with whom a summary settlement of the Government revenue was made between the 1st day of April 1858 and the 10th day of October 1859, shall be deemed to have thereby acquired a permanent, heritable, and transferable right in the estate comprising the villages and lands named in the list attached to the agreement or kabúliyat executed by such Talukdár when such settlement was made, subject to all the conditions affecting him contained in the orders passed by the Governor General of India on the 10th and 19th days of October 1859, and re-published in the first schedule annexed to this Act, and subject also to all the conditions contained in the form of sanad ordered by the Governor General of India on the 19th day of October 1859 to be adopted for grants to Talukdárs in Oudh, and re-published in the same schedule.

5. Every person whose lands were specially exempted from confiscation by the Proclamation issued in Oudh in the month of March 1858 by order of the Governor General of India, and whose names are contained in the second schedule annexed to this Act, shall be deemed to possess in the lands which such person

held as proprietor on the 13th day of February 1856, the same right and title which he would have possessed therein if he had acquired the same in the manner mentioned in Section 4; and he shall be deemed to hold the same, subject to all the conditions affecting Talukdárs which are referred to in the said section, and to be a Talukdár for all the purposes of this Act.

6. In all cases in which an estate has been conferred by the British Government upon a Grantee, all subordinate rights in such estate shall be deemed to have been maintained in the same manner as if such estate had been acquired by a Talukdár in the manner mentioned in Section 4.

### III.—Lists of Talukdárs and Grantees.

7. Within six months after the passing of this Act, the Chief Commissioner of Oudh, subject to such instructions as he may receive from the Governor General of India in Council, shall cause to be prepared six lists namely:—

*First.*—A list of all persons who are to be considered Talukdárs within the meaning of this Act;

*Second.*—A list of the Talukdárs whose estates, according to the custom of the family, on an before the 13th day of February 1856, devolved upon a single heir;

*Third.*—A list of the Talukdárs, not included in the second of such lists, to whom sanads or grants have been given or made by the British Government, declaring that the succession to the estates comprised in such sanad or grants, shall thereafter be regulated by the rule of primogeniture;

*Fourth.*—A list of the Talukdárs to whom the provisions of Section 22 are applicable;

*Fifth.*—A list of the Grantees to whom sanads or grants have been given or made by the British Government, declaring that the succession to the estates comprised on such sanads or grants shall thereafter be regulated by the rule of primogeniture;

*Sixth.*—A list of the Grantees to whom the provisions of Section 22 are applicable.

8. When the lists mentioned in the last preceding section shall have been approved by the Chief Commissioner of Oudh, they shall be published in the *Gazette of India*. After such publication, the first and second of the said lists shall not, except in the manner provided by Section 23 or Section 24, as the case may be, be liable to any alteration in respect of any names entered therein. If at any time after the publication of the said lists, it shall appear to the Governor General of India in Council, that the name of any person has been wrongly omitted from any of the said lists, the Governor General in Council may order the name to be inserted in the proper list, and such name shall be published in the *Gazette of India* in a supplementary list, and such person shall be treated in all respects as if his name had been included in the list first published.

9. No persons shall be considered Talukdárs or Grantees within the meaning of this Act, other than the persons named in such original or supplementary lists as aforesaid. The Courts shall take judicial notice of the said lists and shall not question their correctness.

### IV.—Powers of Talukdárs and Grantees to transfer and bequeath.

10. Subject to the provisions of this Act, and to all the conditions under which the estate was conferred by the British Government, every Talukdár and Grantee and every heir and legatee of a Talukdár and Grantee, of sound mind and not a minor, shall be competent to transfer the whole or any portion of his estate, or of his right and interest therein, during his lifetime, by sale, exchange, mortgage, lease or gift, and to bequeath by his will to any person the whole or any portion of such estate, right and interest.

11. No transfer or bequest under this Act shall be valid whereby the vesting of the thing transferred or bequeathed may be delayed beyond the life-time of one or more persons living at the decease of the transferee or testator and the minority of some person who shall be in existence at the expiration of that period, and to whom, if he attains full age, the thing transferred or bequeathed is to belong.

12. No Talukdár or Grantee, and no heir or legatee of a Talukdár or Grantee, shall have power to give or bequeath his estate, or any portion thereof, or any interest therein, to any person not being either—

(1.) a person who, under the provisions of this Act, would have succeeded to such estate if such Talukdár or Grantee, heir or legatee, had died intestate, or

(2.) a person who would have succeeded to such estate, or to a portion thereof, or to an interest therein, if this Act had not been passed, and if the succession to such estate were regulated by such law as would have been applicable thereto if no special provisions had been made in the orders or sanad by which the estate was acquired or granted,

Except by an instrument of gift or a will, executed and attested not less than twelve months before the death of the donor or testator, in manner herein provided in the case of a gift or will, as the case may be, and registered within four months from the date of its execution. Any such gift may be revoked in the same manner and within the same time, in and within which a gift may be revoked under Section 17.

13. If any Talukdár or Grantee shall heretofore have transferred or bequeathed, or shall hereafter transfer or bequeath to any person the whole or any portion of his estate, and such person would have succeeded according to the provisions of this Act to the estate or to a portion thereof, if the Talukdár or Grantee had died intestate, such person and his heirs and legatees shall have the same rights and powers in regard to the transfer or bequest of the property to which he or they may have become entitled under such transfer or bequest, and shall hold the same



subject to the same conditions and to the same rules of succession, as such Talukdár or Grantee.

14. If any Talukdár or Grantee shall heretofore have transferred or bequeathed, or shall hereafter transfer or bequeath to any person the whole or any portion of his estate, and such person would not have succeeded, according to the provisions of this Act, to the estate or to a portion thereof, if the Talukdár or Grantee had died intestate, the succession to the property so transferred or bequeathed shall be regulated by the rules which would have governed the succession to such property, if the transferee or legatee had bought the same from a person not being a Talukdár or Grantee.

15. No transfer of any estate, or of any portion thereof, or of any interest therein, made by a Talukdár or Grantee, or by his heir or legatee under the provisions of this Act, shall be valid unless made by an instrument in writing signed by the transferor and attested by two or more witnesses.

#### V.—Gifts inter vivos.

16. If any such transfer be made by gift, the gift shall not be valid unless it be made absolutely and without conditions, so as to include the whole interest of the donor in the property transferred, nor unless within six months after the execution of the instrument of gift, the gift be followed by delivery by the donor of possession of the property comprised therein, nor unless the instrument shall have been registered within four months from the date of its execution.

17. No Talukdár or Grantee, and no heir or legatee of a Talukdár or Grantee, having a child, parent, brother, unmarried sister or a nephew being the naturally born son of a brother of such Talukdár, Grantee, heir or legatee, shall have power to give his estate, or any portion thereof, or interest therein, to religious or charitable uses, except by an instrument of gift executed not less than twelve months before his death, and subject to the provisions contained in Section 16. Such Talukdár, Grantee, heir or legatee, may at any time within twelve months after delivery of possession, revoke such gift. Such revocation shall be made by an instrument in writing, signed, attested and registered in the manner required by Sections 15 and 16.

#### VI.—Testamentary Succession.

18. Sections 46, 48, 49, 50, 51, 54, 55, and 57 to 77 (both inclusive), and Sections 82, 83, 85, 88 to 98 (both inclusive) of the Indian Succession Act (No. X of 1865), shall apply to all wills and codicils made by any Talukdár or Grantee, or by his heir or legatee, under the provisions of this Act, for the purpose of bequeathing to any person his estate, or any portion thereof, or any interest therein: Provided that marriage shall not revoke any such will or codicil.

In applying the said Sections to wills and codicils made under this Act, all words hereinbefore defined, and occurring in such sections, shall (unless there be something repugnant in the subject

or context) be deemed to have the same meaning as this Act has attached to such words respectively.

19. No Talukdár or Grantee, and no heir or legatee of a Talukdár or Grantee, having a child, parent, brother, unmarried sister or a nephew, being the naturally born son of a brother of such Talukdár or Grantee, heir or legatee, shall have power to bequeath his estate or any part thereof or any interest therein to religious or charitable uses, except by a will executed not less than twelve months before his death, and registered within four months from the date of its execution.

#### VII.—Intestate Succession.

20. If any Talukdár or Grantee whose name shall be inserted in the second, third, or fifth of the lists referred to in Section 7, or his heir or legatee, shall die intestate as to his estate, such estate, together with all immoveable property comprised therein, shall descend as follows, viz.:—

(1).—To the eldest son of such Talukdár or Grantee, heir or legatee, and his male lineal descendants, subject to the same conditions and in the same manner as the estate was held by the deceased.

(2).—Or if such eldest son of such Talukdár or Grantee, heir or legatee, shall have died in his lifetime, leaving male lineal descendants, then to the eldest and every other son of such eldest son, successively, according to their respective seniorities, and their respective lineal descendants, subject as aforesaid:

(3).—Or if such eldest son of such Talukdár or Grantee, heir or legatee, shall have died in his father's life-time without leaving male lineal descendants, then to the second and every other son of the said Talukdár or Grantee, heir or legatee, successively according to their respective seniorities, and their respective lineal descendants, subject as aforesaid.

(4).—Or in default of any such son or descendants then to such person as the said Talukdár or Grantee, heir or legatee, shall have adopted by a writing executed and attested in manner required in case of a will and registered, subject as aforesaid.

(5).—Or in default of such adopted son, then to the nearest collateral male relative of such Talukdár or Grantee, heir or legatee, subject as aforesaid.

(6).—Or in default of any such male relative, then to the widow of the deceased Talukdár or Grantee, heir or legatee; or, if there be more widows than one, to the widow first married to such Talukdár or Grantee, heir or legatee, for her life-time only.

(7).—And upon the death of such widow, then to such son as the said widow shall have adopted by a writing executed and attested in manner required in case of a will and registered, subject as aforesaid.

(8).—Or on the death of such first married widow and in default of a son adopted by her as aforesaid, then to the other widow, if any, of such Talukdár or Grantee, heir or legatee, next in order of marriage, for her life, and on the death of such other widow to a son adopted by her as aforesaid; or in default of such adopted son then to the other surviving widows according to their respective seniorities as

widows, for their respective lives, and on their respective deaths to the sons so adopted by them respectively, subject as aforesaid.

(9).—Or in default of any such widow, or of any son so adopted by her, then to such persons as would have been entitled to succeed to the estate under the general or local law which would have been applicable thereto, if this Act had not passed and if no special provisions in this behalf had been made in the orders or sanad by which such estate was acquired or granted.

Nothing contained in the former part of this section shall be construed to limit the power of alienation conferred by Section 10, or (except as to the requirements of writing and registration) to alter the law in force as to adoption.

21. In any case in which a Talukdár or Grantee, or his heir or legatee as aforesaid, shall leave at his death, without having made due provision for their maintenance, widows, children, or other relatives who would have been entitled to maintenance under the general or local law that would have been applicable to such case if this Act had not been passed, and if no special provisions in this behalf had been made in the orders or sanad by which such estate was acquired or granted, such widows, children, or other relatives shall be entitled (so long as they do not succeed under this Act) to receive such provision for maintenance as they would have been entitled to receive under such general or local law as aforesaid, and may enforce the payment of such provision in such manner as they might have enforced the same in case this Act had not been passed.

Every son of such Talukdár or Grantee, heir or legatee, shall also be entitled to receive, in addition to such maintenance, a reasonable annual provision on account of his education, during his minority. Payments of such provision may be enforced in the same manner as payments for maintenance may be enforced as aforesaid.

22. Except in the cases provided for by Section 20, the succession to all property left by Talukdárs and Grantees and their heirs and legatees dying intestate, shall be regulated by the general or local law which would have been applicable thereto if this Act had not been passed, and as if no special provisions in this behalf had been made in the orders or sanad by which such property was acquired or granted, and as if the title to such property had been acquired under such general or local law.

#### VIII.—Miscellaneous.

23. Any Talukdár or Grantee whose name has been entered in the third or fifth of the lists referred to in Section 7, or his heir or legatee, may, at any time hereafter present to the Chief Commissioner of Oudh a declaration in writing, executed and registered in the manner required by this Act for the execution and registration of an instrument of gift, that he is desirous that the succession to his estate shall, in case of his intestacy, cease to be regulated in the manner described in Section 20, and that it shall in future be regulated by the general or local law which would have been applicable to his estate if this Act had not been

passed, and as if nothing regarding the rule of primogeniture had been inserted in the orders or sanad or grant under which he received his estate from the British Government. On receiving such declaration, the said Chief Commissioner shall cause to be inserted the name of such Talukdár or Grantee, heir or legatee in the fourth or sixth (as the case may be) of the lists referred to in Section 7, and shall cause a note thereof to be made in the proper place in the third or fifth (as the case may be) of the said lists, and the succession to such estate shall thenceforward, in case of intestacy, be regulated in the manner provided by Section 22.

24. Any Talukdár or Grantee, heir or legatee, may, at any time hereafter present to the Chief Commissioner of Oudh a declaration in writing, executed and registered in the manner required by this Act for the execution and registration of instruments of gift, that he is desirous that his estate should in future be held subject to all the conditions of the general or local law which would have been applicable to his estate if this Act had not been passed, and as if no special provisions in this behalf had been made in the orders or sanad by which such estate was acquired or granted, and as if he had inherited such estate under such general or local law. On receiving such declaration, the Chief Commissioner shall cause a note thereof to be made in the proper places in each of the lists referred to in Section 7 in which the name of such Talukdár or Grantee, heir or legatee, has been entered, and thenceforward none of the provisions of this Act shall apply to such estate, and such Talukdár or Grantee, heir or legatee, shall thenceforward hold the same subject in all respects to the conditions of the general or local law which would have been applicable thereto if such estate had been inherited by such Talukdár or Grantee, heir or legatee, under such general or local law.

25. Nothing hereinbefore contained shall affect any right which the creditors of any person making a transfer or bequest under the provisions of this Act, would have possessed as against the property comprised in such transfer or bequest if this Act had not been passed.

### SCHEDULES.

#### FIRST SCHEDULE.

##### I.

From C. BEADON, Esq., Secretary to the Government of India, Foreign Department, to C. J. WINGFIELD, Esq., Chief Commissioner of Oudh,—(No. 6268, dated 10th October 1859).

I AM directed by the Governor General in Council to acknowledge the receipt of your Secretary's letters noted in the margin, relative to the talukdari settlement of Oudh.

No. 1091, dated the 4th June.  
No. 1377, dated the 15th July.

2. His Excellency in Council, agreeing with you as to the expediency of removing all doubts as to the intention of the Government to maintain the Talukdars in possession of the Talukas for which they have been permitted to engage, is pleased to declare that every Talukdar with whom a summary settlement has been made since the re-occupation of the province, has thereby acquired



a permanent hereditary and transferable proprietary right, *viz.*, in the Taluka for which he has engaged, including the perpetual privilege of engaging with the Government for the revenue of the Taluka.

3. This right is, however, conceded, subject to any measure which the Government may think proper to take for the purpose of protecting the inferior Zemindars and village occupants from extortion, and of upholding their rights in the soil in subordination to the Talukdárs.

4. The Governor General in Council desires that you will have ready, by His Excellency's arrival at Lucknow, a list of the Talukdárs upon whom a permanent proprietary right has now been conferred; and that you will prepare sanads to be issued to these Talukdárs at that time. The sanads will be given by, and will run in the name of, the Chief Commissioner, acting under the authority of the Governor General.

5. I am directed to add that, as regards Zemindars and others, not being Talukdárs, with whom a summary settlement has been made, the orders conveyed in the limitation Circular No. 31 of the 28th of January 1859, must not be strictly observed. Opportunity must be allowed at the next settlement to all disappointed claimants to bring forward their claims, and all such claims must be heard and disposed of in the usual manner.

## II.

From C. BEADON, Esq., Secretary to the Government of India, Foreign Department, with the Governor General, to Chief Commissioner, Oudh, (No. 23, dated 19th October 1859).

I AM directed by His Excellency the Governor General to acknowledge the receipt of your demi-official letter of the 15th instant, enclosing a form of sanad to be given to the Talukdárs of Oudh, granting them a full and permanent proprietary right in the Talukas for which they have severally been permitted to engage at the summary settlement.

2. This form of sanad is generally approved, and a revised copy, with some few alterations, is herewith enclosed for adoption and for careful translation into the Hindustáni language, in which the sanads will be prepared.

3. The sanads declare that while, on the one hand, the Government has conferred on the Talukdárs and on their heirs for ever the full proprietary right in their respective estates, subject only to the payment of the annual revenue that may be imposed from time to time, and to certain conditions of loyalty and good service, on the other hand, all persons holding an interest in the land under the Talukdárs will be secured in the possession of the subordinate rights which they have heretofore enjoyed.

4. The meaning of this is, that when a regular settlement of the province is made, wherever it is found that Zemindárs or other persons have held an interest in the soil intermediate between the Ryot and the Talukdár, the amount or proportion payable by the intermediate holder to the Talukdár, and the net jama finally payable by the Talukdár to the Government, will be fixed and recorded after careful and detailed survey and enquiry into each case, and will remain unchanged during the currency of the settlement, the

Talukdár being, of course, free to improve his income and the value of his property by the reclamation of waste lands (unless in cases where usage has given the liberty of reclamation to the Zemindar), and by other measures of which he will receive the full benefit at the end of the settlement. Where leases (*pattas*) are given to the subordinate Zemindars, they will be given by the Talukdar, not by the Government.

5. This being the position in which the Talukdars will be placed, they cannot, with any show of reason, complain if the Government takes effectual steps to re-establish and maintain in subordination to them the former rights, as those existed in 1855, of other persons whose connexion with the soil is in many cases more intimate and more ancient than theirs; and it is obvious that the only effectual protection which the Government can extend to these inferior holders, is to define and record their rights and to limit the demand of the Talukdár as against such persons during the currency of the settlement to the amount fixed by the Government as the basis of its own revenue demand.

6. What the duration of the settlement shall be, and what proportion of the rent shall be allowed in each case to Zemindárs and Talukdars, are questions to be determined at the time of settlement.

The Governor General agrees in your observation that it is a bad principle to create two classes of recognized proprietors in one estate, and it is likely to lead to the alienation of a larger proportion of the land revenue than if there were only one such class. But whilst the talukdári tenure, notwithstanding this drawback, is about to be recognized and re-established, because it is consonant with the feelings and traditions of the whole people of Oudh, the zemindari tenure intermediate between the tenures of the Talukdar and the Ryot is not a new creation, and it is a tenure which, in the opinion of the Governor General, must be protected.

## III.

KNOW ALL MEN that whereas by the Proclamation of March 1858 by His Excellency the Right Hon'ble the Viceroy and Governor General of India, all proprietary rights in the soil of Oudh, with a few special exceptions, were confiscated and passed to the British Government, which became free to dispose of them as it pleased, I, CHARLES JOHN WINGFIELD, Chief Commissioner of Oudh, under the authority of His Excellency the Governor General of India in Council, do hereby confer on you the full proprietary right, title and possession of the Estate of \_\_\_\_\_

\_\_\_\_\_ consisting of the villages as per List attached to the *Kabúliyat* you have executed, of which the present Government revenue is \_\_\_\_\_

THEREFORE this sanad is given you in order that it may be known to all whom it may concern, that the above estate has been conferred upon you and your heirs for ever, subject to the payment of such annual revenue as may from time to time be imposed, and to the conditions of surrendering all arms, destroying all forts, preventing and reporting crime, rendering any service you may be called upon to perform, and of showing constant good

faith, loyalty, zeal, and attachment to the British Government according to the provisions of the engagement which you have executed, the breach of any one of which at any time shall be held to annul the right and title now conferred on you and your heirs.

It is also a condition of this grant that you will, so far as is in your power, promote the agricultural prosperity of your estate, and that all holding under you shall be secured in the possession of all the subordinate rights they formerly enjoyed. As long as the above obligations are observed by you and your heirs in good faith, so long will the British Government maintain you and your heirs as proprietors of the abovementioned estate, in confirmation of which I herewith attach my seal and signature.

#### SECOND SCHEDULE.

- (1).—Drigbijeh Singh, Rajah of Bulrampore.
- (2).—Koolwunt Singh, Rajah of Pudnaha.
- (3).—Rao Hurdeo Buksh Singh, of Kutiaree.
- (4).—Kashee Purshad, Talukdar of Sissaindee.
- (5).—Zubr Singh, Zemindar of Gopal Khair.
- (6).—Chundee Lal, Zemindar of Moraon (Baiswara).

#### STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to give the force of law to the arrangements made with the Talukdars of Oudh by the Government of Lord Canning. In respect of the more important principles involved, the provisions of the Bill correspond with those of a Bill introduced with a similar object by Lord Canning shortly before he left India in 1862, but which was not afterwards proceeded with.

The rights of the Talukdars in the estates referred to in this Bill, are derived entirely from grants made by the British Government. The nature of these rights is described in the orders of the Governor General of India issued on the 10th October and 19th October 1859, and in the sanads, or grants, made, in accordance with those orders, to the Talukdars. There can be no question that those orders, in all essential respects at least, have received from the Indian Councils' Act the force of law, but there are matters of much importance for which these orders do not sufficiently provide, and regarding which there is danger of future discussion and litigation. It is therefore thought desirable to remove by legislation all doubts upon this subject, and to define clearly the rights which the Talukdars actually possess in their estates.

Section 4 of the Bill is intended to give the force of law to everything contained in the sanads of the Talukdars, and in the orders under which the sanads were issued.

After these grants had been made, orders were issued by the Governor General to the effect that succession to the estates of Talukdars should, in certain cases, be regulated by the rule of primogeniture. It is believed that these orders have received, from the Indian Councils' Act, the force of law; but they contained nothing regarding the manner in which this new rule of succession was to be actually applied; the general principle was affirmed, and that was all.

The rules now proposed for regulating succession in cases of intestacy, follow, with no essential difference, those contained in the Bill introduced by Lord Canning in 1862.

The rule regarding succession by primogeniture was approved by Lord Canning for the avowed reason that it would tend to preserve to Oudh an aristocracy connected with the land. But he not only objected to allow any system of entail, but he refused to restrict in any way the power which he considered had been given to every Talukdar of disposing of the whole, or of any portion of his estate, as he pleased, by sale, or mortgage, or gift during his life-time, or by will to take effect after his death. The result has been that the property of the Talukdars in these estates altogether differs in its nature from that which they would have possessed, if these special conditions had not been laid down, for under the Hindú, or Muhammadan, or local law, the power of disposing of ancestral property is restricted within narrow limits.

Many of the Talukdars considered, and Sir Charles Wingfield, the late Chief Commissioner, held the same opinion very strongly, that this unlimited power of disposing of landed property would infallibly lead to the breaking up of those family estates which it was the avowed object of the Government to preserve, and they considered that restrictions ought to be put upon this power, similar to those which would have been applicable under the Hindú or Muhammadan law. With the view of meeting these objections, without setting aside the conditions to which Lord Canning thought it necessary to adhere, the Bill proposes, in Section 12, that if a Talukdar desire to transfer by gift, or to bequeath the estate granted to him by the British Government, or any portion of it, to any person not being either the legal heir or the person who would have been the legal heir if this Act had not been passed, he can only do so by an instrument of gift or by a will executed not less than twelve months before his death, and publicly registered. Similar provisions are proposed in cases in which a Talukdar desires to transfer his estate, or any portion of it, to religious or charitable uses.

If any Talukdar consider that these provisions are not likely to prove a sufficient safeguard against the danger that his estate may hereafter be broken up, or if he object to them on other grounds, he will be able, under Section 24, to replace his estate under the operation of the Hindú, or Muhammadan, or local law, which would have been applicable if he had inherited the estate according to the former custom of his family.

Under Section 23 of the Bill, any Talukdar to whose estate the rule of primogeniture did not formerly apply, but whose sanad now makes that rule obligatory, may revert to the rule of succession followed in his family before the sanad was granted. This, it is believed, will be in accordance with the wishes of some of the Talukdars, who, although they desire to retain the powers given to them by their sanads, disapprove of the change that has been made in the rules by which succession to their estates has hitherto been regulated.

The landed property of the Talukdars is at present, in cases of succession, exposed to serious danger in consequence of the absence of any legal provisions regarding the execution of wills. The unlimited power of disposing of their property by will having been given to the Talukdars, and wills



being hardly known to the Hindú, or Muhammadan, or local law acknowledged in Oudh, it has become a matter of great importance to provide by law how this power of bequest is to be exercised, and to afford some security that the real intentions of testators shall be carried out. It is believed that no better course can be followed than to apply to the wills made by Talukdars, for the purpose of disposing of estates given to them by the British Government, those provisions of the Indian Succession Act (Act X of 1866) which appear suitable.

Section 5 is intended to remove doubts regarding the legal position of those persons whose estates were specially exempted from confiscation by the Proclamation issued by the Governor General in March 1858. The provisions of this section are believed to be in complete accordance with the intentions of Lord Canning, although no distinct orders were issued by him on the subject.

Some portions of the Bill refer to the estates bestowed by the British Government upon certain Grantees in reward for faithful and loyal service rendered during the rebellion. In respect of these estates, it is believed that the Bill follows strictly the intentions of Lord Canning.

The other provisions of the Bill do not appear to require explanation in this Statement. Some of them have been taken, with more or less alteration, from the Indian Succession Act, or from the Bill introduced by Lord Canning in 1862.

SIMLA, }  
The 23rd July 1867. } JOHN STRACHEY.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

Simla, the 2nd August 1867.

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

## THE INDIAN CONTRACT LAW, 1867.

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## THE INDIAN CONTRACT LAW, 1867.

## PART I.

## PRELIMINARY.

1. This Act may be called the "Indian Contract Law, 1867."
2. In this Act,—unless there be something repugnant in the subject or context :—
- Words importing the singular number include the plural, words importing the plural number include the singular, and words importing the male sex include females;
- "Person" includes any Company or Association, or body of persons whether incorporated or not;
- "Child" in the case of anyone whose personal law permits adoption, includes an adopted child;
- "Immoveable property" includes land, any benefit to arise out of land, and things attached to the earth or permanently fastened to anything attached to the earth;
- "Moveable property" means property of every description, except immoveable property;
- "British India" means the territories which are, or may become, vested in Her Majesty or Her Successors by the Statute 21 and 22 Vic., Cap. 106 (*an Act for the better government of India*).
3. The enactments specified in the first Schedule hereto, are repealed; but nothing herein contained shall be deemed to affect the enactments specified in the second Schedule hereto, nor any enactment of the Governor General of India in Council, the Lieutenant-Governor of Bengal in Council, the Governor of Fort St. George in Council, or the Governor of Bombay in Council, relating to the emigration or transport or contracts of Native Labourers, or saving the members of Municipal Committees from personal liability.

## PART II.

## OF CONTRACT IN GENERAL.

4. A contract is an agreement between parties whereby a party engages to do a thing or engages not to do a thing.
- A contract may contain several engagements, and they may be either by the same party or by different parties.
- A contract may be expressed or implied, or partly expressed and partly implied.
- A contract or part of a contract may be expressed either orally or by writing.
- A contract or part of a contract is said to be implied when it is to be inferred from the circumstances of the case, and things spoken or written, the ordinary course of dealing, may be accounted circumstances of the case.

## Illustrations.

- (a.) A. orally agrees with B. to buy of him at a certain price 500 maunds of rice. This is a contract expressed orally.
- (b.) A. orders of B., by writing, 500 maunds of rice at a certain price. B. by writing accepts the order. This is a contract expressed by writing.
- (c.) A. orally agrees with B. to buy of him 500 maunds of rice at a price to be fixed afterwards. The price is afterwards fixed by correspondence between A. and B. This is a contract expressed in part orally and in part by writing.
- (d.) A. orally orders B., a tailor, to make him a coat. B. accepts the order. The contract thus made contains an implied engagement by B. that the coat to be made for A. shall be of suitable materials, and shall fit A.; and an implied engagement by A. that he will accept the coat, and will pay for it, if within a reasonable time it shall be so made.
- (e.) A., by writing, orders of B. 500 maunds of the best rice, lying in his godowns. B. accepts the order. There is an implied engagement on A.'s part to pay a reasonable price for the rice.

5. Every person who is of the age of majority according to the law to which he is subject, and who is of sound mind, may enter into a contract.

*Explanation 1.*—Persons who are deaf, or dumb, or blind, are not thereby incapacitated for entering into a contract if they are able to know what they do by it.

*Explanation 2.*—One who is ordinarily insane may make a contract during an interval in which he is of sound mind.

*Explanation 3.*—No person can enter into a contract while he is in such a state of mind, whether arising from drunkenness, or from illness, or from any other cause, that he does not know what he is doing.

6. A proposal to enter into a contract may be retracted, or the terms of it altered by the party making it, at any time before it is accepted.

*Explanation.*—A proposal is said to be accepted when an expressed acceptance of it has been communicated to the proposer; or when a letter of acceptance is posted or a telegraphic message of acceptance is delivered at a proper office, and the acceptance by letter or telegram is not cancelled by some communication which reaches the proposer before or at the same time with the letter or telegram of acceptance; or when acceptance is to be inferred from the circumstances of the case.

## Illustration.

A. sends goods to B. for sale or return. B. sells the goods to C. B. has accepted the goods.

7. A proposal does not bind the party making it, unless it be accepted within the time prescribed for its acceptance, or, if no time is prescribed, within a reasonable time.

8. Any engagement which a contracting party has been induced to form by deceit or coercion, or by such influence as impedes or interferes with the freedom of his agency, renders the contract voidable at the option of that party.



*Explanation 1.*—Deceit may be practised on a person, not only by intentionally inducing him to believe what is not true, but by intentionally concealing truth from him.

*Explanation 2.*—In order to enable a party to annul a contract by reason of deceit, it must appear, where a false representation has been made, that he relied on the representation; and where the truth has been concealed, that he had not the means with ordinary diligence of discovering the truth.

#### Illustrations.

(a.) A., intending to deceive B., falsely represents that 500 maunds of indigo are made annually at A.'s factory, and thereby induces B. to buy the factory. The contract is voidable.

(b.) A., in order to deceive B., falsely informs him that 500 maunds of indigo are made annually at A.'s factory. B., not relying on this statement, examines the accounts of the factory, which show that only 400 maunds of indigo have been made. After this B. buys the factory. The contract is not voidable on account of A.'s mis-statement.

(c.) B. having discovered a seam of coal on A.'s estate, does not communicate that circumstance to A., and buys the estate at a price fixed by A. in ignorance of the existence of the coal. The sale is not voidable on account of B.'s conduct.

(d.) B. having discovered a vein of ore on the estate of A., adopts means to conceal and does conceal from A. the existence of the ore, so that A. cannot, with ordinary diligence, discern its existence. Through A.'s ignorance, B. is enabled to buy the estate at an undervalue. The sale is voidable.

(e.) A. is entitled to succeed to an estate at the death of B. B. dies. C., having received intelligence of B.'s death, conceals the fact from A., and induces A. to sell him his interest in the estate. The sale is voidable.

(f.) B., by deceit, induces A. to enter into an engagement with B. for the benefit of C., who is not privy to the deceit. The engagement is voidable.

(g.) A., a young female who has resided during her minority in the family of B., her guardian, continues to reside with him after attaining majority, and is induced, by means of his influence, to enter into a contract with him which is disadvantageous to herself. The contract is voidable.

9. A person who, either knowingly or ignorantly, makes a false representation whereby he induces another to enter into a contract with him, is bound to place the other in the same position as if the representation had been true, and in default of his doing so the contract is voidable at the option of the person who has been misled.

*Explanation.*—Where a party's consent to an engagement by contract has been given through a mistake as to the substance of the thing which is the subject of the engagement, and the mistake was occasioned, however innocently, by the other party, this has the same effect as a false representation.

#### Illustrations.

(a.) A. informs B. that A.'s estate is exempt from the payment of revenue to Government; B. thereupon buys the estate. It turns out that the estate is not exempt from the payment of revenue, and that such exemption cannot be obtained. The sale is voidable.

(b.) A. informs B. that A.'s estate is within a mile of the town of Rámnagar; B. thereupon buys the estate. The estate is found to be two miles from the town. The sale is voidable.

(c.) A. informs B. that A.'s estate is free from incumbrance. B. thereupon buys the estate. It turns out that the estate is subject to a mortgage. A. must redeem the mortgage; or if he cannot do so the contract is voidable.

(d.) A. and B. are partners in a mercantile business. A. is the managing partner, B. is ignorant of the state of the business. A. and B., in order to induce C. to become a

partner with them, show him a statement of the affairs of the partnership, which is wrong by a large amount. C., relying upon the statement, joins the firm, and for several years does not discover the falsity of the statement. The contract of partnership is voidable at the option of C.

10. Where both the parties to an engagement by contract are under a mistake as to a matter of fact essential to the engagement, the engagement is void.

*Explanation.*—An erroneous opinion as to the value of the thing which forms the subject-matter of the contract, is not to be considered a mistake as to a matter of fact.

#### Illustrations.

(a.) A. agrees to sell to B. a cargo of goods, supposed to be on its way from England to Bombay. It turns out that before the day of the bargain the ship conveying the cargo had been cast away and the goods lost. Neither party was aware of these facts. The contract is void.

(b.) A. buys of B. a certain horse. It turns out that the horse was dead at the time of the bargain, though neither party was aware of the fact. The sale is void.

(c.) A., being entitled to an estate for the life of B., agrees to sell it to C. B. was dead at the time of the contract, but both parties were ignorant of the fact. The contract is void.

11. The validity of a contract is not affected by the circumstance that a party was at the time of making it under a mistake of law.

*Explanation.*—A mistake in respect of a law not in force in British India, has the legal consequences of a mistake not of law but of fact.

#### Illustration.

A. owes to B. a debt, the payment of which at a fixed time is guaranteed by C. B. contracts with A. to give time to A., C. not assenting to the arrangement. B. is not aware, at the time of entering into this contract, that its legal effect will be to discharge C. from liability under his guarantee. B. is nevertheless bound by his contract to give time to A.

12. The subject of every contract must be certain, or capable of being made certain.

#### Illustrations.

(a.) A. agrees to sell to B. "100 tons of oil," the kind of oil not being specified or in any way indicated. The contract is void for uncertainty.

(b.) A. agrees to sell to B. 100 tons of oil of a specified description, known as an article of commerce. There is no uncertainty here to prevent the contract from being valid.

(c.) A., who is a dealer in cocoanut oil only, agrees to sell to B. "100 tons of oil." The nature of A.'s trade affords an indication of the meaning of the words, and A. has entered into a contract for the sale of 100 tons of cocoanut oil.

(d.) A. agrees to sell to B. "all the grain in his granary at Rámnagar." There is no uncertainty here to prevent the contract from being valid.

(e.) A. agrees to sell to B. 1,000 maunds of rice at a price to be fixed by C. The subject of the contract is capable of being made certain, and there is no uncertainty here to prevent the contract from being valid.

13. In order to the validity of an engagement by contract there must be a lawful object and a good consideration.

*First Exception.*—A person who makes a promise, whether upon good consideration or not, is bound to perform it if the promise be expressed in writing and duly registered according to the provisions of the law for the time being in force for the registration of assurances, unless the promise is unlawful or is based on an unlawful consideration.

*Second Exception.*—A person who makes an express promise without good consideration is bound to perform it, if it be a promise to compensate wholly or in part a person who has already voluntarily done something which the person who makes the promise was legally compellable to do; or if it be a promise to pay wholly or in part a debt which the creditor is legally entitled to receive from the person who makes the promise, but of which, by reason of the law for the limitation of suits, he cannot enforce payment.

*Explanation 1.*—A good consideration must be something which, at the desire of the person entering into the engagement, another person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing.

*Explanation 2.*—A good consideration must be lawful.

*Explanation 3.*—An object, a consideration, or a promise is said to be lawful when it is not contrary to law or to morality.

#### Illustrations.

(a.) A. engages by contract with B. to sell his house to B. for 10,000 Rupees. Here there is an engagement by A. to B., and an engagement by B. to A., and these engagements are valid, there being in each case a lawful object and a good consideration.

(b.) A. agrees to sell his house at Rámnagar to B. for 10,000 Rupees. Here the promise to pay the sum of 10,000 Rupees is the consideration for A.'s entering into the contract; and the promise to convey the house is the consideration for B.'s entering into the contract. These are good considerations.

(c.) A. engages to pay B. 1,000 Rupees at the end of six months if C., who owes that sum to B., fails to pay it. B. engages to grant time to C. accordingly. Here the engagement of each party is the consideration for the engagement of the other party; and they are good considerations.

(d.) A. engages, for a certain sum paid to him by B., to make good to B. the value of his ship if it shall perish by shipwreck on a certain voyage. Here A.'s promise is the consideration for B.'s payment, and B.'s payment is the consideration for A.'s promise; and these are good considerations.

(e.) A. engages to maintain B.'s child, and B. engages to pay A. 1,000 Rupees yearly for the purpose. Here the engagement of each party is the consideration for the engagement of the other party. They are good considerations.

(f.) A., B., and C. enter into a contract for the division among them of gains acquired or to be acquired by them by fraud. The contract is void.

(g.) A. undertakes to obtain for B. an employment in the public service, and B. agrees to pay 1000 Rupees to A. The contract is void, as the consideration for it is illegal.

(h.) A., being agent for a landed proprietor, agrees, for money, without the knowledge of his principal, to obtain for B. a lease of land belonging to his principal. The contract between A. and B. is void, being contrary to A.'s duty as agent.

(i.) A. engages with B. to drop a prosecution which he has instituted against B. for robbery, and B. engages to restore the value of the things taken. The contract is void.

(j.) A.'s estate is sold for arrears of revenue under the provisions of an Act of the Legislature, by which the defaulter is prohibited from purchasing the estate. B. upon an understanding with A. becomes the purchaser, and agrees to convey the estate to A. upon receiving from him the price which B. has paid. B.'s engagement is void, as it renders the transaction in effect a purchase by the defaulter.

(k.) A. engages to superintend on behalf of B. a legal manufacture of indigo and an illegal traffic in other articles. B. enters into an engagement to pay to A. a salary of 10,000 Rupees a year. B.'s engagement is void—the consideration being in part unlawful.

(l.) A. voluntarily pays B. a sum of money which is due to B. from C. Afterwards C. promises to reimburse A. C. is bound to perform the promise.

14. An engagement by contract may be made to take effect only in case a specified uncertain event shall happen. The event may be the performance of something that constitutes the consideration or part of the consideration for the engagement, or it may be an event distinct from such performance.

Contract taking effect on happening of specified uncertain event.

#### Illustrations.

(a.) A. sells goods to B. for a fixed price and engages to deliver them to him on receiving payment in full. A.'s engagement to deliver the goods does not become absolute until B. pays or tenders to him the price.

(b.) A. sells goods to B. for a fixed price, to be paid by instalments; and engages to deliver them to him on receiving payment of the first instalment. A.'s engagement to deliver the goods does not become absolute until B. pays or tenders to him the first instalment.

(c.) A. enters into an engagement by contract with B. to buy B.'s house for 10,000 Rupees if A. shall survive C. A.'s engagement does not become absolute until C. dies, leaving A. surviving him.

(d.) A. enters into an engagement by contract with B. to sell a horse to B. at a specified price in case C., to whom the horse has been offered, shall refuse to buy it. A.'s engagement does not become absolute until C. refuses to buy the horse.

15. An engagement by contract which is intended to take effect only in case a specified uncertain event shall not happen, does not become absolute until the happening of that event becomes impossible.

Contract taking effect only when specified uncertain event does not happen.

16. Where an engagement by contract is intended to take effect only in case a specified uncertain event shall happen within a fixed time, and the time expires without the event having occurred, the engagement becomes void. Where no time has been fixed for the happening of the event, the engagement becomes void as soon as it is ascertained that the event will not happen.

Avoidance of engagement intended to take effect only in case specified uncertain event shall happen.

#### Illustrations.

(a.) A. enters into an engagement by contract to pay B. a sum of money if a certain ship shall return within a year from the time of the contract. The year elapses without the ship having returned. The engagement becomes void.

(b.) A. enters into an engagement by contract to pay B. a certain sum of money if C. shall leave a son surviving him. C. dies, not leaving a son surviving him. The engagement becomes void.

17. Where an engagement by contract is intended to take effect in case a specified event shall not happen within a fixed time, the engagement does not become absolute until the time has expired without the event having occurred, or until, before the time fixed, it is ascertained that the event will not occur. Where no time has been fixed the engagement becomes absolute as soon as it is ascertained that the event will not happen.

When an engagement intended to take effect in case a specified event shall not happen, becomes absolute.

#### Illustrations.

(a.) A. enters into an engagement by contract to pay B. a sum of money if a certain ship shall not return within a year. At the end of six months it is ascertained that the ship has been lost. The engagement has become absolute.

(b.) A. enters into an engagement by contract to pay B. a sum of money if a certain ship shall not return. It is ascertained that the ship has been lost. The engagement has become absolute.



18. Where the order in which different engagements are to be performed is not expressly fixed by the contract, it shall be that order which the nature of the transaction requires.

*Illustrations.*

(a.) A. enters into an engagement by contract to build a house for B. at a fixed price. B. engages to pay the price. B.'s engagement does not become absolute until A. finishes the house.

(b.) A., a tradesman, enters into an engagement by contract to make over his stock in trade to B. at a fixed price, and B. engages to give security for the payment of the money. A.'s engagement does not become absolute until the security is given; for the essence of the engagement is, that A. should have security before he delivers up his stock.

19. Where one of two engagements by contract has been entered into in consideration of the other, and a time is appointed for the performance of one of them, which time is to arrive before the reciprocal engagement can be performed, the latter does not become absolute until the former has been performed.

*Illustrations.*

(a.) A. contracts with B. to sell to him at a specified price certain merchandise on board a ship which cannot arrive for a month, and B. engages to pay for the merchandise within a week from the date of the contract. A.'s engagement does not become absolute until B.'s engagement has been fulfilled.

(b.) A. contracts with B. to sell him 100 bales of merchandise to be delivered next day, and B. engages to pay for them within a month. B.'s engagement does not become absolute until the merchandise has been delivered to him.

20. The parties to a contract are bound to afford to each other all reasonable facilities for performing their engagements.

21. Where an engagement by contract is intended to take effect on the happening of an event, and the party who has entered into the engagement prevents the happening of the event, he becomes liable to perform the engagement, or to make compensation to the other party for any loss which he may have sustained in consequence of its non-performance.

*Illustration.*

A. engages to pay 1,000 Rupees to B., provided that B. shall execute certain work for him; and B. engages to execute the work. B. is ready and willing to execute the work accordingly, but A. prevents him from doing so. A.'s engagement has become absolute.

22. When a person having entered into an engagement by contract with another fails to do an act which he is bound by law to do, and which is necessary to enable the other to perform his part of the contract, the party who has failed to do such act is liable to make compensation to the other party for any loss or damage which he may have sustained in consequence of the non-performance of it.

*Illustrations.*

(a.) A. hires B.'s ship to take in and convey from Calcutta to the Mauritius a cargo to be provided by A., B. receiving a certain freight for its conveyance. A. does not provide any cargo for the ship. A. must make compensation to B. for his failure.

(b.) A. enters into an engagement by contract with B. to execute certain builders' work, for a fixed price, B. supplying the scaffolding and timber necessary for the work. B. refuses to furnish any scaffolding or timber, and the work cannot be executed. B. is bound to make compensation to A. for any loss caused to him by the non-execution.

23. When there are mutual engagements by contract, and one of them is an entire and indivisible engagement by contract for the doing of a particular thing by a fixed time, time is of the essence of the contract, and unless the thing be done at the stipulated time the reciprocal engagement, if any, does not become absolute.

24. Where there are mutual engagements by contract, and one of them is several things, but not an engagement for the doing of several things at different times, and the things stipulated are done, but not at the times specified, this irregularity does not prevent the reciprocal engagement from becoming absolute, but the person who entered into the latter engagement is entitled to compensation for any loss which he may have sustained in consequence of the irregularity.

*Conditional Contract.*

25. When an engagement by contract is conditional, and the condition fails to be fulfilled, the engagement becomes void.

*Illustration.*

A. engages to pay 10,000 Rupees to B. if he will marry A.'s daughter. A.'s daughter was dead at the date of the engagement. The condition cannot be fulfilled, and the engagement is void.

26. An engagement by contract may be made with the condition superadded, that it shall be terminated or varied in case a specified uncertain event shall happen, or that it shall be terminated or varied in case a specified uncertain event shall not happen.

27. A condition of the kind described in the last preceding section is invalid and does not affect the engagement to which it is superadded, if at the time of the contract the event is impossible, or if it is repugnant to law or morality, or inconsistent with the main purpose of the contract.

28. An engagement to which is superadded a condition of the kind described in Section 26 becomes void if the fulfilment of the condition is, subsequently to the contract, rendered unlawful, or is made impossible by some unforeseen event which the person who entered into the engagement could not prevent.

*Illustrations.*

(a.) A. engages to pay B. 5,000 Rupees, provided that the engagement shall be void if A. takes in cargo for B. at a certain port. The Government afterwards declares war against the country in which the port is situated, so that A. cannot trade there. The engagement becomes void.

(b.) A., a singer, who has undertaken to sing at B.'s theatre, engages to pay B. 20,000 Rupees, provided that the engagement shall be void if A. sings at B.'s theatre on a certain number of nights in the month of June. A. before June loses his voice through illness. The engagement to pay 20,000 Rupees becomes void.

29. Where an engagement by contract is made with a condition superadded, that it shall be terminated or varied unless a certain person shall perform a specified act, but no time is specified for the performance of the act; if such person takes any step which renders impossible or indefinitely postpones the performance of the act required, the engagement shall be terminated or varied as if such person had died without performing the act.

30. If a condition of the kind described in Section 26 consists in doing one or the other of two things, and one of them is unlawful or impossible, the condition can only be fulfilled by doing the other.

*Illustration.*

A. engages by contract to pay B. a fixed sum, provided that if A. delivers to B. on a certain future day either 20 maunds of the finest rice, or a certain quantity of opium to be obtained contrary to law, the engagement shall be void. The condition cannot be fulfilled otherwise than by the delivery of 20 maunds of the finest rice.

31. A person who fails to do an act which he has engaged by contract to do, shall make compensation to the person in whose favour the act was to be done.

*Exception.*—A man incurs no liability through the non-performance of an act which he has engaged by contract to do, where, since the date of the contract, the performance of the act has been rendered unlawful, or has been made impossible by some event of which he did not, expressly or by implication, take upon himself the risk.

*Illustrations.*

(a.) A. engages to deliver to B. at a certain price, at a specified time and place, a cargo of merchandise then at sea in his ship. The ship is afterwards lost at sea, with all its cargo. A. is liable to make compensation to B. for the non-performance of his engagement.

(b.) A. freighted B.'s ship to proceed to the Island of Ichaboe, and there to take in a cargo of guano, to be supplied by A., and to convey it to a certain port. The guano at Ichaboe was entirely exhausted before the ship arrived, and it was impossible for A. to supply a cargo. A. must make compensation to B. for the non-performance of his engagement.

(c.) A., the owner of a music hall, agrees to let B. have the use of it for four days in June for the purpose of giving concerts in it; B. to pay 1,000 Rupees a day. On the 30th of May the hall is accidentally destroyed by fire without the fault of either party. Neither party is bound to make compensation for the non-performance of the act which he engaged by the contract to do.

(d.) A., a painter, enters into an engagement to paint a picture for B. A. becomes blind. A. is not liable to make compensation to B. for not painting the picture.

(e.) A. engages to take in cargo at a certain port. The Government afterwards declares war against the country in which the port is situated, so that A. cannot trade there. He is not bound to make compensation for failure to take in cargo at the specified port.

*Rule of Construction.*

32. For the purpose of determining questions as to the meaning of a contract, a Court must inquire into every material fact relating to the situation of the parties to, or the subject-matter of such contracts, and into every fact a knowledge of which may conduce to the right application of the words which the contracting parties have used.

*Performance of Contract.*

33. An engagement by contract must be performed by the person who has entered into it, unless its nature be such that it can be properly performed by another, in which case he may employ a competent person to perform it; or if he dies before performance, his representatives may perform it, or employ a competent person to do so.

*Illustrations.*

(a.) A. engages to pay B. a sum of money. He may perform this engagement, either by personally paying the money to B., or by causing it to be paid to B. by another; and if A. dies before the time appointed for payment, his representatives may perform the engagement.

(b.) A. engages to paint a picture for B. This engagement cannot be performed except by A.'s painting the picture himself.

34. Where a person who is entitled to claim from another the performance of an engagement accepts such performance from a third person, he cannot afterwards enforce it against the person who entered into the engagement.

35. A person who is entitled to claim performance of an engagement may dispense with or remit such performance wholly or in part, or may extend the time for it, or may accept instead of it any satisfaction which he thinks fit.

*Illustrations.*

(a.) A. engages to paint a picture for B. B. afterwards expressly forbids him to do so. A. is no longer bound to perform the engagement.

(b.) A. owes B. 5,000 Rupees. By agreement A. pays to B. and B. accepts, in satisfaction of the whole debt, 2,000 Rupees paid at the time and place at which the 5,000 Rupees were payable. The whole debt is discharged.

(c.) A. owes B. 5,000 Rupees. C. pays to B. 1,000 Rupees, and B. accepts them, in satisfaction of his claim on A. This payment is a discharge of the whole claim.

(d.) A. owes B., under a contract, a sum of money the amount of which has not been ascertained. A., without ascertaining the amount, gives to B., and B., in satisfaction thereof, accepts the sum of 2,000 Rupees. This is a discharge of the whole debt, whatever may be its amount.

(e.) A. owes B. 2,000 Rupees, and is also indebted to other creditors. A. makes an arrangement with his creditors, including B., to pay them a composition of 8 annas in the rupee upon their respective demands. Payment to B. of 1,000 Rupees is a discharge of B.'s demand.

36. If a person who is entitled to claim the performance of an engagement by contract accepts a new and distinct contract by way of substitution for the existing one, the original engagement is no longer in force.

*Illustrations.*

(a.) A. owes money to B. under a contract. It is agreed between A., B., and C. that B. shall thenceforth accept C. as his debtor instead of A. The old debt of A. to B. is at an end, and a new debt from C. to B. has been contracted.

(b.) A. owes B. 10,000 Rupees. A. enters into an arrangement with B. and gives him a mortgage of A.'s estate for 5,000 Rupees in place of the debt of 10,000 Rupees. This is a new contract.

(c.) A. and B. have mercantile transactions with each other, and A. thereby becomes indebted to B. in the sum of 10,000 Rupees, for which B. holds no security. Afterwards A. executes a bond in favour of B. to secure the payment of the sum due to him. The execution of this bond does not constitute a new and distinct contract.



(d.) A. owes B. 1,000 Rupees under a contract; B. owes C. 1,000 Rupees. B. orders A. to pay 1,000 Rupees to C. C. does not assent to the arrangement. B. still owes C. 1,000 Rupees, and no new contract has been entered into.

#### *Time and place for performance.*

37. Where by the contract a person is to perform his engagement without application by the person with whom he made the engagement and no time for performance is specified, the engagement must be performed within a reasonable time.

*Explanation.*—The question what is a reasonable time is in each particular case a question of fact.

38. When an engagement is to be performed on a certain day, and the person entering into the engagement has undertaken to perform it without application, he has the whole of that day to perform the engagement in; subject to this qualification, that the person who is to receive performance is not bound to receive it before or after the usual hours of business, or at any other place than that at which the engagement ought to be performed.

#### *Illustration.*

A. engages to deliver goods at B.'s warehouse on the 1st January. On that day A. brings the goods to B.'s warehouse, but after the usual hour for closing it, and they are not received. A. has not performed his engagement.

39. When the engagement is to be performed on a certain day, and the person entering into the engagement has not undertaken to perform it without application, it is the duty of the person in whose favour the engagement is made, to apply for performance at a proper time and place.

*Explanation.*—The question what is a proper time and place is in each particular case a question of fact.

40. Where an engagement is to be performed without application, and no place is fixed for the performance of it, the person bound by the engagement must perform it at any reasonable place which the person with whom the engagement was made may appoint.

#### *Illustration.*

A. undertakes to pay B. 1,000 Rupees on a fixed day. A. must apply to B. to appoint a reasonable place for the purpose of receiving it, and must pay it to him at such place.

41. The performance is valid if made in any manner or at any time which the person entitled to claim performance may have prescribed, or may have subsequently sanctioned.

#### *Illustrations.*

(a.) B. owes A. 2,000 Rupees. A. desires B. to pay the amount to A.'s account with C., a banker. B., who also banks with C., orders the amount to be transferred from his account to A.'s credit, and this is done by C. Afterwards, and before A. knows of this, C. fails. This is a good payment by B.

(b.) A. and B. are mutually indebted. A. and B. settle their account by setting off one item against another, and B. pays A. the balance found to be due from him upon such settlement. This amounts to a payment by A. and B. respectively of the sums which they owed to each other.

(c.) A. owes B. 2,000 Rupees. A. and B. agree that B. shall receive some of A.'s goods in reduction of the debt. The delivery of the goods operates as a part payment.

(d.) A. owes B. 2,000 Rupees. A. gives to B., and B. accepts, a cheque for that amount drawn by A. This operates as payment, provided the cheque be duly paid.

(e.) A. desires B., who owes him a sum of money, to remit the amount of his debt by post. The debt is discharged as soon as B. puts into the post a letter containing the money, duly addressed to A.

#### *Appropriation of Payments.*

42. Where a man owing several distinct debts to one person, makes a payment to him, either with express intimation, or under circumstances implying that the payment is to be applied to some particular debt, the payment, if accepted, must be applied accordingly.

#### *Illustrations.*

(a.) A. owes B. (among other debts) 1,000 Rupees upon a promissory note, which falls due on the 1st June. He owes B. no other debt of that amount. On the 1st June A. pays to B. 1,000 Rupees. The payment is to be applied to the discharge of the promissory note.

(b.) A. owes to B. (among other debts) the sum of 567 Rupees. B. writes to A. and demands payment of this sum. A. sends to B. 567 Rupees. This payment is to be applied to the discharge of the debt of which B. had demanded payment.

43. Where the debtor has omitted to intimate, and there are no other circumstances indicating, to which debt the payment is to be applied, the creditor is at liberty to apply it at his discretion to any lawful debt actually due and payable to him from the payer, on giving notice thereof to the payer within a reasonable time.

44. Where neither party makes any appropriation, the payment shall be applied in discharge of the debts in order of time. If they are of equal standing, the payment shall be applied in discharge of each proportionately.

#### *Offer of performance.*

45. Where a person who has come under an engagement to another has made him an offer of performance, and the offer has not been accepted, the person who has made such offer is not responsible for non-performance so caused, nor does he thereby lose his title to claim performance of any reciprocal engagement.

46. In order to constitute a valid offer of performance, the following rules must be observed:—

1st.—The offer must be made at a proper time and place and under such circumstances that the person to whom it is made may have a reasonable opportunity of ascertaining whether the thing tendered really is what it purports to be.

2nd.—The offer must be a tender of the whole thing which the other party to the engagement is entitled to demand.

3rd.—It must be unconditional.

4th.—An offer to one of several joint creditors has the same legal consequences as an offer to all of them.

*Explanation.*—Where the performance of an engagement would involve the production of a certain thing, it is not necessary to the validity of a tender that the thing should actually be produced, if the person entitled to claim performance does not require that it should be produced.

#### *Joint liabilities and rights.*

47. When two persons have jointly come under an engagement by contract to a third person, then, unless a contrary intention appears by the contract, the liability to perform the engagement rests, as between them and him, on those two persons during their joint lives, and after the death of either, on his representative jointly with the survivor, and after the death of the survivor, on the representatives of both jointly.

48. As between themselves, persons who have jointly come under an engagement are bound (unless a contrary intention appears by the contract) to bear the burden of its performance equally; and if one of them is unable to bear his share of the burden, the others must make up the deficiency by equal contributions.

*Explanation.*—This rule is not to prevent a surety from recovering his disbursements from the principal, or to entitle the principal to recover anything from the surety.

#### *Illustrations.*

(a.) A., B. and C. are under a joint engagement to pay D. the sum of 3,000 Rupees. A. is insolvent, but his assets are sufficient to pay one-half of his debts. A.'s estate pays 500 Rupees. B. and C. must pay 1,250 Rupees each.

(b.) A., B. and C. are under a joint engagement to pay D. 3,000 Rupees, A. and B. being in fact only sureties for C. C. is unable to pay anything, and A. pays the whole. A. is entitled to receive 1,500 Rupees from B.

(c.) A., B. and C. are under a joint engagement to pay D. 3,000 Rupees, A. and B. being in fact only sureties for C. C. is unable to pay; A. and B. are compelled to pay the whole sum. They are entitled to recover it from C.

49. Where two persons have jointly come under an engagement by contract to a third person, a release of one of them by such third person does not discharge the other; neither does it free that one from responsibility to the other.

50. When a person has come under an engagement by contract to two other persons jointly, then, unless a contrary intention appears by the contract, the right to claim performance rests (as between him and them) with them during their joint lives, and after the death of either, with his representative jointly with the survivor, and after the death of the survivor, with the representatives of both jointly.

#### *Illustration.*

A., in consideration of 5,000 Rupees lent to him by B. and C., enters into an engagement by contract with B. and C. to repay them that sum with interest on a day specified. B. dies. The right to claim performance rests with B.'s representative jointly with C., during C.'s life, and after the death of C. with the representatives of B. and C. jointly.

#### *Power to terminate contract.*

51. When a party to a contract has refused to perform, or disabled himself from performing, his engagements in its entirety, the party who has entered into the reciprocal

engagement may put an end to the contract, provided he has not signified, expressly or impliedly, that he acquiesced in its continuance.

#### *Illustrations.*

(a.) A., a singer, enters into an engagement with B., the manager of a theatre, to sing at his theatre two nights in every week during the next two months, and B. engages to pay her 100 Rupees for each night's performance. On the sixth night the singer wilfully absents herself from the theatre. B. is at liberty to put an end to the contract.

(b.) A., a singer, enters into an engagement with B., the manager of a theatre, to sing at his theatre two nights in every week, during the next two months; and B. engages to pay her at the rate of 100 Rupees for each night. On the sixth night the singer wilfully absents herself. With the assent of B. she sings on the seventh night. B. has signified his acquiescence in the continuance of the contract, and cannot now put an end to it, but is entitled to compensation for the damage sustained by him through her failure.

#### *Compensation.*

52. A person who rightfully puts an end to an engagement, is entitled to compensation for any damage he has sustained.

53. When a contract has been broken, if a sum is named in the contract itself as the amount to be paid in case of such breach, the amount so named shall be paid accordingly; but if no sum has been named in the contract itself, the party who suffers by such breach is entitled to receive from the party who has broken the contract, compensation for loss or damage caused to him thereby: Provided that it has naturally arisen in the usual course of things from such breach, or that it was in the knowledge of the parties at the time they made the contract, that such loss or damage would probably result from the breach of it.

Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

*Explanation.*—In estimating the loss, the means which existed of remedying the inconvenience caused by the non-performance of the engagement, must be taken into account.

#### *Illustrations.*

(a.) A. enters into an engagement by contract, that in case he fails to pay B. 500 Rupees on a certain day, he shall immediately become liable to pay him 1,000 Rupees. A. fails to pay B. 500 Rupees on the day named. A. has become liable to pay B. 1,000 Rupees.

(b.) A. enters into an engagement by contract, that if he practises as a surgeon in the town of Z., he shall pay B. 5,000 Rupees. A. commits a breach of the engagement. The sum of 5,000 Rupees is actually payable by A. to B.

(c.) A. agrees to sell and deliver 50 maunds of saltpetre to B. at a certain price, to be paid on delivery. A. breaks his engagement. B. is entitled to receive from A., by way of compensation, the sum, if any, by which the contract price falls short of the price for which B. might have obtained 50 maunds of saltpetre of like quality at the time when the saltpetre ought to have been delivered.

(d.) A. hires B.'s ship to go to Bombay, and there take on board on the 1st of January a cargo (which A. is to provide) and to bring it to Calcutta; the freight to be paid when earned. B.'s ship does not go to Bombay, but A. has opportunities of procuring suitable conveyance for the cargo upon terms as advantageous as those on which he had chartered the ship. A. avails himself of those opportunities, but is put to trouble and expense in doing so. A. is entitled to receive compensation from B. in respect of such trouble and expense.

(e.) A. agrees to sell and deliver to B. on the 1st of January, at a stated price, a certain quantity of cotton.



be paid for on delivery. Afterwards, on the 1st December, A. announces to B. that he does not intend to perform his engagement, and on the 1st of January he delivers no cotton to B. B. is entitled to receive from A., by way of compensation, the excess, if any, of price of the like quantity of cotton on the 1st of January over the contract price.

(f.) A. agrees to sell and deliver to B. on the 1st of January a certain quantity of sugar, for which B. pays him in advance. Afterwards, on the 1st of December, A. informs B. that he does not intend to deliver the sugar, and on the 1st of January he does not deliver it. B. is entitled to receive from A. the money paid, together with current mercantile interest, and also by way of compensation, the excess, if any, of the sum for which the sugar could have been procured by him on the 1st of January, over the sum paid in advance.

(g.) A. agrees to buy of B., at a stated price, 50 maunds of rice, no time being fixed for delivery. A. afterwards intimates to B. that he will not accept the rice if tendered to him. B. is entitled to receive from A., by way of compensation, the amount, if any, by which the contract price exceeds that which B. could have obtained for the rice at the time of the refusal.

(h.) A. agrees to buy B.'s ship for 60,000 Rupees, but breaks his engagement. A. must pay to B., by way of compensation, the excess, if any, of the contract price over the price which B. can obtain for the ship at the time of the breach of engagement.

(i.) A. agrees to buy of B., at a stated price, 100 bales of jute, to be delivered on the 1st of January. Afterwards, on the 15th of December, A. gives notice to B. that he will not accept the jute; on the 1st January the jute is tendered to A., who refuses to accept it. A. must pay to B., by way of compensation, the excess, if any, of the contract price over the sum which B. could obtain for the jute on the 1st of January.

(j.) A., the owner of a boat, enters into an engagement by contract with B. to take a cargo of jute to Mirzapore, for sale at that place, starting on a specified day. The boat does not start at the time appointed, whereby the arrival of the cargo at Mirzapore is delayed beyond the time when it would have arrived if the boat had sailed according to the contract. After that date, and before the arrival of the cargo, the price of jute falls. The measure of the compensation payable to B. by A., is the difference between the price which B. could have obtained for the cargo at Mirzapore at the time when it would have arrived if forwarded in due course, and its market price at the time when it actually arrived.

(k.) A. engages to repair B.'s house in a certain manner, and receives payment in advance. A. repairs the house, but not according to contract. B. is entitled to recover from A. the cost of making the repairs conform to the engagement.

(l.) A. agrees to let his ship to B. for a year from the 1st of January next for a certain price. Freight rises, and on the 1st of January the hire obtainable for the ship is higher than the contract price. A. breaks his engagement. He must pay to B., by way of compensation, a sum equal to the difference between the contract price and the hire which could be obtained for the use of the ship on the 1st of January.

(m.) A. engaged to supply B. with a certain quantity of iron at a fixed price, being a higher price than that for which A. could procure and deliver the iron. B. wrongfully refused to receive the iron. B. must pay to A., by way of compensation the difference between the contract price of the iron and the sum for which A. could have obtained and delivered it.

(n.) A. delivers to B., a common carrier, a machine, to be conveyed, without delay, to A.'s mill, informing B. that his mill is stopped for want of the machine. B. unreasonably delays the delivery of the machine, and A. in consequence loses a profitable contract with the Government. A. is entitled to receive from B., by way of compensation, the average amount of profit which would have been made by the use of such machine during the time that delivery of it was delayed, but not to the loss sustained by not obtaining the Government contract.

(o.) A. having entered into an engagement with B. to supply B. with 1,000 tons of iron at 100 Rupees a ton, to be delivered at a stated time, enters into an agreement with C. for the purchase of a certain quantity of iron at 80 Rupees a ton, telling C. that he does so for the purpose of performing his engagement with B. C. fails to fulfil his engagement with A., who cannot procure other iron, and, in consequence, fails to fulfil his engagement with B. C. must pay to A. 20,000 Rupees, being the profit which A. would have made by the performance of his engagement.

(p.) A. entered into an engagement with B. to make and deliver to B. by a fixed day, for a specified price, a certain piece of machinery. A. did not deliver the piece of machinery at the time specified, and in consequence of this B. was obliged to procure another, at a higher price than that which he was to have paid to A., and was prevented from fulfilling an engagement under which he lay to a third person at the time of his contract with A. (but which had not been then communicated to A.), and was compelled to make compensation for breach of his engagement. A. must pay to B., by way of compensation, the difference between the contract-price of the piece of machinery and the sum paid by B. for another, but not the sum paid by A. to the third person by way of compensation.

(q.) A., a builder, undertakes to erect and finish a house by the 1st of January, in order that B. may give possession of it at that time to C., to whom B. has agreed to let it. A. is informed of the agreement between B. and C. A. builds the house so badly that before the 1st of January it falls down, and has to be rebuilt by B., who in consequence loses the rent which he was to have received from C., and is obliged to make compensation to C. for the breach of his engagement. A. must make compensation to B. for the cost of re-building the house, for the rent lost, and for the compensation made.

(r.) A. sells certain merchandise to B., warranting it to be of a particular quality, and B., in reliance upon this warranty, sells it to C. with a similar warranty. The warranties are broken, and B. becomes liable to pay C. a sum of money by way of compensation. B. is entitled to be reimbursed this sum by A.

(s.) A. engages to supply B. with a threshing machine, on the 15th of August; he is aware at the time of entering into the engagement that B. is in the habit of threshing out his wheat in the field, and sending it off at once to market. A. did not supply the machine on the 15th of August, but assured B. from day to day that it would be delivered shortly. He delivered the machine on the 11th of September. In consequence of the non-delivery of the machine, it became necessary for A. to carry the wheat home and stack it; it was injured by exposure to the weather, and had to be dried at a great expense; its quality was much deteriorated, and before it could be sold the market price of wheat had fallen. B. in consequence of these events is unable to pay a judgment debt to C., who seizes and sells his property in execution. A. must make compensation to B. in respect of the expenses of carrying, stacking, and drying the wheat, and in respect of its deterioration in quality; but not in respect of the loss sustained by B. through the fall in the market price of wheat, nor in respect of the seizure of his property.

(t.) A. has entered into an engagement by contract to pay a sum of money to B. on a day specified. A. does not pay the money on the day appointed. B., in consequence of not receiving the money on that day, is unable to pay his debts, and is totally ruined. A. is not liable to make good to B. anything except the principal sum he contracted to pay, together with interest up to the day of payment.

(u.) A. engaged to deliver 50 maunds of saltpetre to B. on the 1st of January at a certain price. B. afterwards before the 1st of January agreed to sell the saltpetre to C. at a price higher than the market price of the 1st of January. A. broke his engagement. In estimating the compensation payable by A. to B. the market price of the 1st of January, and not the profit which would have arisen to B. from the sale to C. is to be taken into account.

(v.) A. engaged to sell and deliver 500 bales of cotton to B. on a fixed day. A. broke his engagement, and B. having no cotton, was obliged to close his mill. A. is not responsible to B. for the loss caused to B. by the closing of his mill.

(w.) A. agreed to sell and deliver to B. on the 1st of January certain cloth which B. intended to manufacture into caps of a particular kind, for which there was no demand, except at that season. The cloth was not delivered till long after the appointed time, and too late to be used that year in making caps. A. is entitled to receive from B., by way of compensation, the difference between the contract price of the cloth and its market price at the time of delivery, but not the profits which he expected to obtain by making caps, nor the expenses which he has been put to in making preparation for the manufacture.

(x.) A., a ship-owner, agreed with B. to convey him from Calcutta to Sydney in A.'s ship, sailing on the 1st of January; and B. paid to A. by way of deposit one-half of his passage money. The ship did not sail on the 1st of January, and B. after being in consequence detained in Calcutta for some time, and thereby put to some expense, proceeded to Sydney in another vessel, and in consequence,

arriving too late in Sydney, lost a sum of money. A. is liable to repay to B. his deposit with interest, and the expense to which he was put by his detention in Calcutta, but not the sum of money which he lost by arriving in Sydney too late.

### PART III.

#### ON CERTAIN OBLIGATIONS RESEMBLING THOSE CREATED BY CONTRACT.

54. Where a person has, either by words spoken or written, or by his conduct, led another to believe that a certain state of things exists which does not really exist, with the intention that the other shall act upon such belief in a transaction between

Effect of one person intentionally leading another to believe in a non-existent state of things, when the other acts on such belief.

them, and the other accordingly acts upon such belief; the person who has caused such belief is bound to place the other in the same position as if such a state of things had existed, or, in default, to make compensation to the other in respect of any loss or damage which he has incurred by acting upon such belief.

55. A person who, by a false representation, induces another to enter into a contract with a third party, is bound to make good the representation if he knew it to be false, or if in the due discharge of his duty he ought to have known it to be so.

Effect of one person, by a false representation, inducing another to contract with a third party.

#### Illustrations.

(a.) A. is trustee for B. of certain property. B. creates a charge upon the trust property, of which notice is given to A. B. afterwards enters into treaty with C. for the sale of the property. C. asks A. whether the property is incumbered or not. A. not remembering the notice, replies in the negative, and C. thereupon buys the property. A. as well as B. is responsible for the discharge of the incumbrance.

(b.) A. conveys his property to B., upon a secret trust for A.'s benefit and permits B. to appear as the owner of it. B. alienates the property to a person who is not aware of the trust. A. cannot dispute the alienation.

(c.) A. being applied to by B. for merchandise upon credit, asks C. whether B. is in good circumstances. C., knowing B. to be deeply in debt, with the intention of inducing A. to comply with B.'s wishes, replies that B. is in good circumstances. In consequence of this reply, A. lets B. have the merchandise on credit. B. becomes insolvent before the time for payment arrives. C. is liable to make good to A. the value of the merchandise.

(d.) C., without any particular knowledge of B.'s means speaks of him in the presence of A. as a person in good circumstances. A. in consequence lets B. have merchandise on credit. B. becomes insolvent. C. is not liable to make good to A. the value of the merchandise.

56. If one person makes a deliberate statement as to his own future conduct to another, with the intent that it should be acted upon, and the other acts upon the faith of such assurance, the person who made the statement must make it good.

Representation as to future conduct.

#### Illustration.

A. holding a decree against B., and knowing that B. is desirous to be married to C., assures the father of C. that he will never enforce the execution of the decree against B. C.'s father, relying on this assurance, permits the marriage to take place. A. is not entitled to enforce the execution of the decree.

57. If a person incapable of entering into a contract, or any one whom he is legally bound to support, is supplied by another person with necessaries suited to his

Supply of necessaries to persons incapable of contracting.

condition in life, the person who has furnished such supplies is entitled to be reimbursed from the property of such incapable person.

#### Illustrations.

(a.) A. supplies B., a minor, with necessaries suitable to his condition in life. A. is entitled to be reimbursed from B.'s property.

(b.) A. supplies the wife and children of B., a lunatic, with necessaries suitable to their condition in life. A. is entitled to be reimbursed from B.'s property.

58. A person who is interested in the payment of money which another is bound by law to pay, and who therefore pays it, is entitled to be reimbursed by the other.

Reimbursement of person paying what another is bound to pay.

#### Illustration.

A. holds some land in Bengal as zamindár. B. holds the land on a lease granted by A. The revenue payable by A. to the Government being in arrear, his land is advertised for sale by the Government. Under the revenue law, the consequence of such sale will be the annulment of B.'s lease. B., to prevent the sale and the consequent annulment of his own lease, pays to the Government the sum due from A. A. is bound to make good to B. the amount so paid.

59. Where a person lawfully does anything for another person, or delivers anything to him, not intending to do so gratuitously, and the other enjoys the benefit thereof, the latter is bound to restore or to make compensation to the former in respect of the thing so done or delivered.

Effect of non-gratuitous act of which a person enjoys the benefit.

This rule shall apply, notwithstanding that there shall have been a larger contract between the parties, which has been put an end to by reason of a breach thereof.

#### Illustrations.

(a.) A., a tradesman, leaves goods at B.'s house by mistake. B. treats the goods as his own. He is bound to pay A. for them.

(b.) A. contracts with B. to deliver to him 250 maunds of rice before the 1st of May. A. delivers 130 maunds only before that day and none after. B. retains the 130 maunds after the 1st of May. He is bound to pay A. for them.

(c.) A., a singer, enters into an engagement with B., the manager of a theatre, to sing at his theatre for two nights in every week during the next two months, and B. engages to pay her 100 Rupees for each night's performance; on the sixth night the singer wilfully absents herself from the theatre, and B. in consequence puts an end to the engagement. B. must pay A. for the five nights on which she had sung.

60. A person who finds goods belonging to another, and takes them into his custody, is subject to the same responsibility as a bailee.

Responsibility of finder of goods.

61. A person to whom money has been paid by mistake or under coercion is liable to repay it.

Liability of person to whom money is paid by mistake or coercion.

#### Illustration.

A. and B. jointly owe 100 Rupees to C. A. alone pays the amount to C., and B., not knowing this fact, pays 100 Rupees over again to C. C. is bound to repay the amount to B.

### PART IV.

#### SALE OF GOODS.

62. In the following Chapter the word "goods" is used to denote every kind of moveable property.

"Goods" defined.



63. Sale is the exchange of anything which is property for a price. It involves the transference of the ownership of the thing sold from the seller to the buyer.

64. Sale is effected by offer and acceptance of Sale how effected. ascertained goods for a price, or of a price for ascertained goods, together with payment of the price or delivery of the goods, or with tender, part payment, earnest, or part delivery, or with an agreement, express or implied, that the payment, or delivery, or both, shall be postponed.

#### Illustrations.

(a.) B. offers to buy A's horse for 500 Rupees. A. accepts the offer, and tells B. to take away the horse. The horse has been sold to B.

(b.) A. sends goods to B., with the request that he will buy them at a stated price if he approves of them, or return them if he does not approve of them. B. retains the goods, and informs A. that he approves of them. The goods have been sold to B.

(c.) B. offers A. for his horse 1,000 Rupees, the horse to be delivered to B. on a stated day, and the price to be paid on another stated day. A. accepts the offer. The horse has been sold to B. by offer and acceptance with an agreement to postpone delivery and payment.

(d.) B. offers A. for his horse 1,000 Rupees, on a month's credit. A. accepts the offer. The horse has been sold to B. by offer and acceptance with an agreement to postpone the payment.

(e.) B., on the 1st January 1863, offers to A. for a quantity of rice 2,000 Rupees, to be paid on the 1st March following, the rice not to be taken away till paid for. A. accepts the offer. The rice has been sold to B.

65. By an agreement for the sale of a thing which has yet to be ascertained, made, or finished, no ownership of any portion of that thing passes to the buyer until it is ascertained, made, or finished.

#### Illustration.

B. orders A., a barge-builder, to make him a barge. The price is not made payable by instalments. While the barge is building, B. pays to A. money from time to time on account of the price. The ownership of the barge does not pass to B. until it is finished.

66. Where by an agreement for the sale of goods the seller is to do anything to them for the purpose of putting them into a state in which the buyer is to take them, the sale is not complete until such thing has been done.

#### Illustrations.

(a.) A., a ship-builder, agrees to sell to B. for a stated price, a vessel which is lying in A's yard; the vessel to be rigged and fitted for a voyage, and the price to be paid on delivery. Under the agreement a sale is not effected until the vessel has been rigged, fitted up, and delivered.

(b.) A. contracts to build a ship for B. for a price, payable by instalments dependent on the progress of the building of the ship, and the ship is to be built under B's superintendence. The ownership of the materials incorporated with the ship passes to B. at the time of incorporation, as this was intended by the parties, but the materials lying in A's yard, though suited and intended for the ship, do not pass to B. until they are actually incorporated with the ship.

67. Where anything remains to be done to the goods by the seller for the purpose of ascertaining the amount of the price, the sale is not complete until this has been done.

#### Illustrations.

(a.) A., owner of a stack of bark, agrees to sell it to B. at 100 Rupees per ton; B. agrees to take and pay for it on a certain day. Part is weighed and delivered to B.; the ownership of the residue is not transferred to B. until it has been weighed pursuant to the contract.

(b.) A. agrees to sell a heap of clay to B. at a certain price per ton; B. is by the agreement to load the clay in his own carts, and to weigh each load at a certain weighing machine which his carts must pass over on their way from A's ground to B's place of deposit. Here nothing more remains to be done by the seller, the sale is complete, and the ownership of the heap of clay is transferred at once.

68. Where the goods are not ascertained at the time of making the agreement for sale it is necessary to the completion of the sale that the goods shall be ascertained.

Sale when goods are unascertained at date of agreement.

#### Illustration.

A. agrees to sell to B. twenty tons of oil in A's cisterns. A's cisterns contain more than twenty tons of oil. B. has not acquired the ownership of any portion of the oil.

69. Where the goods are not ascertained at the time of making the agreement for sale, but goods answering the description in the agreement are subsequently appropriated by one party for the purpose of the agreement, and that appropriation is assented to by the other, the goods have been ascertained, and the sale is complete.

Ascertainment of goods by subsequent appropriation.

#### Illustration.

A. having a quantity of sugar in bulk, more than sufficient to fill 20 hogsheads, agrees to sell B. 20 hogsheads of it. After the agreement, A. fills 20 hogsheads with the sugar, and gives notice to B. that the hogsheads are ready, and requires him to take them away. B. says he will take them as soon as he can. By this appropriation by A. and assent by B., the ownership passes to B.

70. Where the goods are not ascertained at the time of making the agreement for sale, and by the terms of the agreement the seller is to do an act with reference to the goods which cannot be done until they are appropriated to the buyer, the seller has a right to select any goods answering to the agreement, and by his doing so the goods are ascertained.

Ascertainment of goods by seller's selection.

#### Illustration.

B. agrees with A. to purchase of him at a stated price, to be paid on a fixed day, 50 maunds of rice out of a larger quantity in A's granary. It is agreed that B. shall send sacks for the rice, and that A. shall put the rice into them. B. does so, and A. puts 50 maunds of rice into the sacks. The goods have been ascertained.

71. Where an agreement is made for the sale of immoveable and moveable property combined, the ownership of the moveable property does not pass before the transference of the immoveable property.

Agreement for sale of immoveable and moveable property combined.

#### Illustration.

A. agrees with B. for the sale of a house and furniture. The ownership of the furniture does not pass to B. until the house is conveyed to B.

72. Where goods are sold by auction, there is a distinct and separate sale of the goods in each lot, by which the ownership thereof is transferred as each lot is knocked down.

Sale of several lots by auction.

73. A buyer to whom the ownership of the goods sold has passed, is liable to bear any loss arising from the destruction or injury of the goods.

Buyer's risk.

*Illustration.*

B. offers and A. accepts 100 Rupees for a stack of fire-wood standing on A.'s premises, the fire-wood to be allowed to remain on A.'s premises till a certain day, and not to be taken away till paid for. Before payment, and while the fire-wood is on A.'s premises, it is accidentally destroyed by fire. B. must bear the loss.

74. A valid agreement for the sale of goods may be made either by word of mouth or by writing.

Agreement for sale may be oral or written.

75. The ownership of goods may be acquired by buying them from any person who is in possession of them: Provided that the buyer acts in good faith, and under circumstances which are not such as to raise a reasonable presumption that the person in possession has no right to sell them.

Acquisition of ownership of goods by purchase from their possessor.

*Illustrations.*

(a.) A. steals a cow from B. and sells it at a cattle-market to C., a purchaser, in good faith. A. is afterwards convicted of the theft. B. cannot recover the cow from C.

(b.) A., a person whose rank and occupation are not such as to account for his having plate in his possession, sells a piece of plate to B. without giving a satisfactory explanation of the manner in which he had become possessed of it. The plate had, in fact, been stolen from C. C., on proof of the theft, can recover the plate from B.

(c.) A., a commercial agent, to whom goods have been consigned with instructions not to sell them without reference to the consignor, sells them to B., who has no ground for a reasonable presumption that A. has no right to sell them. The consignor cannot disturb the sale.

(d.) A., a commercial agent, to whom goods have been consigned with instructions not to sell them without reference to the consignor, sells them, without such reference, to B. who is acquainted with the instructions given to A. The sale is void as against the consignor.

76. The ownership of goods may be acquired by buying them from any person who is in possession of a bill of lading, dock-warrant, warehouse keeper's certificate, wharfinger's certificate, or warrant or order for delivery, or any other documentary title to the goods: Provided that the buyer acts in good faith and under circumstances which are not such as to raise a reasonable presumption that the person in possession of the document has no right to sell the goods.

Acquisition by purchase from possessor of documentary title.

*Illustration.*

A. sells to B. goods of which he has the bill of lading, but the bill of lading is made out for delivery of the goods to C., and it has not been indorsed by C. The sale is not valid.

77. Under an agreement for the sale of goods not yet in existence, the ownership of the goods may be transferred by acts which, after the goods are produced, are done in pursuance of the agreement by the seller, or by the buyer with the seller's assent.

Transfer of ownership of goods agreed to be sold while non-existent.

*Illustrations.*

(a.) A. agrees to sell to B. for a stated price all the indigo which shall be produced at A.'s factory during the ensuing year. A., when the indigo has been manufactured, gives to B. an acknowledgment that he holds the indigo at his disposal. The ownership of the indigo vests in B. from the date of the acknowledgment.

(b.) A. for a stated price agrees that B. may take and sell any crops that shall be grown on his land in succession

to the crops then standing. Under this agreement B., with the assent of A., takes possession of some crops grown in succession to the crops standing at the time of the agreement. The ownership of the crops when taken vests in B.

(c.) A. for a stated price agrees that B. may take and sell any crops that shall be grown on his land in succession to the crops then standing. Under this agreement B. applies to A. for possession of some crops grown in succession to the crops which were standing at the time of the agreement. A. refuses to give possession. The ownership of the crops does not pass to B.

78. An agreement for the sale of goods to be delivered at a future day is binding, though the goods are not in the possession of the seller at the time of making the agreement, and though at that time he has no reasonable expectation of acquiring them otherwise than by purchase.

Contract to sell and deliver at a future day goods not in seller's possession at date of contract.

binding, though the goods are not in the possession of the seller at the time of making the agreement, and though at that time he has no reasonable expectation of acquiring them otherwise than by purchase.

*Illustration.*

A. agrees on the 1st January to sell B. 50 shares in the East Indian Railway Company, to be delivered and paid for on the 1st March of the same year. A., at the time of making the agreement, is not in possession of any shares. The agreement is valid.

79. Where there has been a sale, or an agreement to sell, and the amount of the price has not been fixed, it shall be determined by the consideration of what is just and reasonable.

Determination of unfixed price.

of the price has not been fixed, it shall be determined by the consideration of what is just and reasonable.

*Illustration.*

B., living at Patna, orders of A., a coach-builder at Calcutta, a carriage of a particular description. Nothing is said by either as to the price. The order having been executed, and the price being in dispute between the buyer and the seller, the amount of it must be determined by the consideration of what is just and reasonable.

*Delivery.*

80. Delivery of goods sold may be made by doing anything which has the effect of putting them in the possession of the buyer, or of any person authorized to hold them on his behalf.

Delivery how made.

doing anything which has the effect of putting them in the possession of the buyer, or of any person authorized to hold them on his behalf.

*Illustrations.*

(a.) A. sells to B. a horse, and causes or permits it to be removed from A.'s stables to B.'s. This is a delivery.

(b.) B. in England orders 100 bales of cotton from A., a merchant of Bombay, and sends his own ship to Bombay for the cotton. The putting the cotton on board the ship is a delivery to B.

(c.) A. sells to B. certain specific goods which are locked up in a godown. A. gives B. the key of the godown in order that he may get the goods. This is a delivery.

(d.) A. sells to B. five specific casks of oil. The oil is in the warehouse of A. B. sells the five casks to C. A. receives warehouse rent for them from C. This amounts to a delivery of the oil to C., as it shows an assent on the part of A. to hold the goods as warehouseman of C.

(e.) A. sells to B. 50 maunds of rice in the possession of C., a warehouseman. A. gives B. an order to C. to transfer the rice to B., and C. assents to such order, and transfers the rice in his books to B. This is a delivery.

(f.) A. agrees to sell B. five tons of oil at 1,000 Rupees per ton, to be paid for at the time of delivery. A. gives to C., a wharfinger, at whose wharf he had 20 tons of the oil, an order to transfer five of them into the name of B. C. makes the transfer in his books, and gives A.'s clerk a notice of the transfer for B. A.'s clerk takes the transfer-notice to B., and offers to give it him on payment of the bill. B. refuses to pay. There has been no delivery to B., as B. never assented to make C. his agent to hold for him the five tons selected by A.

81. A delivery to a wharfinger or carrier of the goods sold, which do not reach the buyer, does not render the buyer liable for the price, unless the delivery is so

Effect of delivery to wharfinger or carrier.

of the goods sold, which do not reach the buyer, does not render the buyer liable for the price, unless the delivery is so



made as to enable him to hold the wharfinger or carrier responsible for the safe delivery of the goods.

*Illustration.*

B., at Agra, orders of A., who lives at Calcutta, three casks of oil to be sent to him by railway. A. takes three casks of oil directed to B. to the railway station, and leaves them there without conforming to the rules which must be complied with in order to render the railway company responsible for their safety. This is not a sufficient delivery to charge B. in a suit for the price, if the goods are not delivered to the buyer.

82. A delivery of part of the goods in progress of the delivery of the whole has the same legal effect as a delivery of the whole; but a delivery of part of the goods with an intention of severing it from the whole, does not operate as a delivery of the remainder.

Effect of part-delivery.

*Illustrations.*

(a.) A ship arrives in a harbour laden with a cargo consigned to A., the buyer of the cargo. The captain begins to discharge it, and delivers over part of the goods to A. in progress of the delivery of the whole. This is a delivery of the cargo to A.

(b.) A. sells to B. a stack of fire-wood, to be paid for by bill on delivery. After the sale, B. applies for and obtains from A. leave to take away some of the fire-wood. This has not the legal effect of delivery of the whole.

(c.) A. sells 50 maunds of rice to B. The rice remains in A.'s warehouse. After the sale, B. sells to C. 10 maunds of the rice, and A., at B.'s desire, sends the 10 maunds to C. This has not the legal effect of a delivery of the whole.

Seller not bound to deliver until buyer applies for possession.

83. In the absence of any special agreement, the seller of goods is not bound to deliver them until the buyer applies for possession.

84. In the absence of any agreement as to delivery, goods sold are to be delivered at the place at which they are at the time of the sale, and goods agreed to be sold are to be delivered at the place at which they are at the time of the agreement for sale, or, if not then in existence, at the place at which they are produced.

*Seller's lien.*

85. Unless a contrary intention appears by the agreement, a seller has a lien on sold goods as long as they remain in his possession, and the price or any part of it remains unpaid.

Seller's lien.

86. Where by the agreement the payment is to be made at a future day, but no time is fixed for the delivery of the goods, the seller has no lien, and the buyer is entitled to a present delivery of the goods without payment. But if the buyer becomes insolvent before delivery of the goods, the seller may retain the goods for the price.

Lien where payment to be made at a future day, but no time fixed for delivery.

Insolvency defined.

*Explanation.*—A person is insolvent who has ceased to pay his debts in the usual course of business, or who is incapable of paying them.

*Illustration.*

A. sells to B. a quantity of sugar in A.'s warehouse. Payment is agreed to be made by a bill of exchange at three months. B. gives A. the bill of exchange, but allows the sugar to remain in A.'s warehouse. Before the bill falls due B. stops payment. A. may retain the goods for the price.

87. Where by the agreement the payment is to be made at a future day, and the buyer allows the goods to remain in the possession of the seller until that day, and does not then pay for them, the seller may retain the goods for the price.

Where payment to be made at future day, and buyer allows goods to remain in seller's possession.

to be made at a future day, and the buyer allows the goods to remain in the possession of the seller until that day, and does not then pay for them, the seller may retain the goods for the price.

*Illustration.*

A. sells to B. a quantity of sugar in A.'s warehouse. Payment is agreed to be made by a bill of exchange at three months. B. gives the bill of exchange, but allows the sugar to remain in the warehouse. The bill is dishonoured. A. may retain the goods for the price.

88. A seller in possession of goods sold may retain them for the price against any subsequent buyer, unless the seller has recognized the title of the subsequent buyer.

Seller's lien against subsequent buyer.

*Illustrations.*

(a.) A. sells to B. at three months' credit a chest of tea then in the custody of X., a wharfinger. A. gives B. a delivery order for the tea, and before the expiration for the credit, B. resells the tea to C. for cash, and transfers to him the delivery order. B. stops payment before C. obtains possession under the order. A. may countermand the order to X., and retain the goods against C.

(b.) A. sells to B. a cargo of sugar then in the warehouse of A. B., according to the terms of the sale, gives A. his acceptance at three months for the price of the sugar. B. sells the sugar to C. for cash, and gives C. an order addressed to A., requesting him to deliver the sugar to C. A. assents to the delivery order and agrees to hold for C. Afterwards B. becomes insolvent, and his acceptance is dishonoured. A. cannot retain the goods against C.

*Stoppage in Transit.*

89. A seller who has parted with the possession of the goods, and has not received the whole price, may, in the event of the buyer becoming insolvent, stop the goods while they are in transit to the buyer.

Power to stop in transit.

90. Goods are to be deemed in transit while they are in the possession of the carrier or lodged at any place in the course of transmission to the buyer, and are not yet come into the possession of the buyer, or any person on his behalf, otherwise than as being in possession of the carrier, or as being so lodged.

When goods are to be deemed in transit.

*Illustrations.*

(a.) B., living at Madras, orders goods of A. at Patna, and directs that they shall be sent to Madras. The goods are sent to Calcutta, and there delivered to C. a wharfinger, to be forwarded to Madras. The goods, while they are in the possession of C., are in transit.

(b.) B. at Delhi orders goods of A. at Calcutta. A. consigns and forwards the goods to B. at Delhi. On arrival there, they are taken to the warehouse of B. and left there. B. refuses to receive them, and immediately afterwards stops payment. The goods are in transit.

(c.) B., who lives at Puna, orders goods of A. at Bombay. A. sends them to Puna by C., a carrier appointed by B. The goods arrive at Puna, and are placed by C., at B.'s request, in C.'s warehouse for B. The goods are no longer in transit.

(d.) B., a merchant of London, orders 100 bales of cotton of A., a merchant of Bombay. B. sends his own ship to Bombay for the cotton. The transit is at an end when the cotton is delivered on board the ship.

91. The right of stoppage does not cease on the buyer's re-selling the goods while in transit, and receiving the price; but continues until the goods have been delivered to the second buyer, or to some person on his behalf.

Continuance of right of stoppage.

92. The right of stoppage ceases, if the buyer, while the goods are in transit, assigns a bill of lading in respect of them to a second buyer in good faith for valuable consideration.

*Illustrations.*

(a.) A. sells and consigns certain goods to B. A. being still unpaid, B. becomes insolvent, and while the goods are in transit assigns the bill of lading for cash to C., who is not aware of his insolvency. A. cannot stop the goods in transit.

(b.) A. sells and consigns certain goods to B. A. being still unpaid, B. becomes insolvent, and while the goods are still in transit assigns the bill of lading for cash to C., who knows that B. is insolvent. The assignment not being in good faith, A. may still stop the goods in transit.

93. Where a bill of lading is not negotiable until a certain condition has been fulfilled, the right of stoppage does not cease until such condition has been fulfilled.

*Illustration.*

A. sells and despatches goods to B. and sends him a letter enclosing the bill of lading, and directing him not to part with it until he has accepted certain bills of exchange which A. has drawn against the consignment. B., without accepting the bills of exchange, assigns the bill of lading to a buyer in good faith for a valuable consideration. A.'s right of stoppage does not cease upon such assignment.

94. Where a bill of lading is assigned by the buyer by way of pledge to secure an advance which has been made upon it in good faith, the seller may, on payment or tender to the pledgee of the amount of his claim, stop the goods in transit.

*Illustrations.*

(a.) A. sells and consigns goods to B. of the value of 12,000 Rupees. B. assigns the bill of lading for those goods to C. to secure a specific advance of 5,000 Rupees made to him upon the bill of lading by C. B. becomes insolvent, being indebted to C. to the amount of 9,000 Rupees. A. is entitled to stop the goods on payment or tender to C. of 5,000 Rupees.

(b.) A. sells and consigns goods to B. of the value of 12,000 Rupees. B. assigns the bill of lading for those goods to C. to secure the sum of 5,000 Rupees due from him to C. upon a general balance of account. B. becomes insolvent. A. is entitled to stop the goods in transit for the whole sum due to him.

95. Stoppage in transit may be effected by the seller either by taking actual possession of the goods, or by giving notice of his claim to the carrier or other depositary in whose possession they are.

96. The notice may be given either to the person who has the immediate possession of the goods, or to the principal whose servant has the possession. In the latter case, it must be given at such a time, and under such circumstances, that the principal, by the exercise of reasonable diligence, may communicate it to his servant in time to prevent a delivery to the buyer.

97. Stoppage in transit entitles the seller to hold the goods stopped until the price of the whole of the goods sold is paid.

*Illustration.*

A. sells to B. 100 bales of cotton; 60 bales having come into B.'s possession, and 40 being still in transit, B. becomes insolvent, and A. being still unpaid, stops the 40 bales in transit. A. is entitled to hold the 40 bales until the price of the 100 bales is paid.

*Re-sale.*

98. Where the buyer fails to perform his part of the agreement either by not taking the goods sold to him or by not paying for them, the seller may re-sell them within a reasonable time after giving notice to the buyer of his intention to do so; and the buyer must bear any loss, but is not entitled to any profit which may occur on the re-sale.

Re-sale on buyer's failure to perform.

*Warranty of Title.*

99. If the buyer, or any person claiming under him, is by reason of the invalidity of the seller's title deprived of the thing sold, the seller is responsible to the buyer for loss thereby caused, unless a contrary intention appears by the agreement.

Seller's responsibility for badness of title.

100. An implied warranty of goodness or quality may be established by the custom of any particular trade.

Implied warranty of goodness or quality.

101. On the sale of provisions there is an implied warranty that they are sound.

Warranty of soundness on sale of provisions.

102. On the sale of goods by sample there is an implied warranty that the bulk is equal in quality to the sample.

Warranty on sale of goods by sample.

103. Where goods are sold as being of a certain denomination, there is an implied warranty that they are such goods as are commercially known by that denomination, although the buyer may have bought them by sample or after inspection of the bulk.

Warranty on sale of goods sold as being of a certain denomination.

*Illustrations.*

(a.) A., at Calcutta, sells to B. 12 bags of "waste silk," then on its way from Moorsheadabad to Calcutta. There is an implied warranty by A. that the silk shall be such as is known in the market under the denomination of "waste silk."

(b.) A. sells parcels of "linseed oil" by sample to B. There is an implied warranty by A. that the article sold is such as is known in the market as "linseed oil;" and if he delivers an article which, though equal to sample, is not such as is known in the market as linseed oil, there is a breach of the implied warranty.

(c.) A. sells to B. 40 casks of "oxalic acid," B. having before the sale seen the bulk of the acid, and inspected samples of it. The acid proves to be so adulterated as not to be the article known in commerce as "oxalic acid." There is here a breach of an implied warranty.

(d.) A., in London, where inland bills of exchange do, and foreign bills of exchange do not by law require a stamp, sells to B. a bill of exchange unstamped and purporting to be a foreign bill. There is an implied warranty by A. that the bill is a foreign bill, and if it turns out that the bill is not a foreign but an inland bill, there is a breach of that implied warranty.

104. Where goods have been ordered for a specified purpose, for which goods of the denomination employed in the order are usually sold, there is an implied warranty by the seller that the goods supplied are fit for that purpose.

Warranty where goods ordered for a specified purpose.

*Illustration.*

B. orders of A., a copper manufacturer, copper for sheathing a vessel. A. on this order supplies copper. There is an implied warranty that the copper is fit for sheathing a vessel.



105. Upon the sale of an article of a well-known ascertained kind there is no implied warranty of its fitness for any particular purpose.

Sale of article of a well-known ascertained kind.

*Illustration.*

B. writes to A., the owner of a patent invention for cleaning cotton, "Send me your patent cotton-cleaning machine to clean the cotton at my factory." A. sends the machine according to order. There is an implied warranty by A. that it is the article known as A.'s patent cotton-cleaning machine, but none that it is fit for the particular purpose of cleaning the cotton at B.'s factory.

106. In the absence of fraud and of any express warranty of quality, the seller of an article which answers the description under which it was sold, is not responsible for a latent defect in it.

Non-responsibility for latent defects.

*Illustration.*

A., in good faith, sells and delivers to B. scrip certificates of shares in a certain railway company. Afterwards the scrip is repudiated on the ground that it had been issued without authority. A. is not responsible for loss sustained by B. in consequence.

107. Where a specific article has been sold with a warranty and the warranty is broken, the sale is not thereby rendered voidable, but the buyer is entitled to compensation from the seller for loss caused by the breach of warranty.

Buyer's right on breach of warranty.

*Illustration.*

A. sells to B. a horse, warranted sound. The horse proves to have been unsound at the time of sale. B. is entitled to compensation from A. for loss caused by the unsoundness.

108. Where there has been an agreement for the sale of goods with a warranty, and the warranty is broken, the buyer may reject the goods on their being tendered to him, or may return them after the lapse of not more than a reasonable time for ascertaining the breach of warranty: Provided that beyond keeping them such time and examining or trying them he does not exercise any act of ownership over them; or he may retain them: And whichever course he follows, he is entitled to compensation from the seller for loss caused by the breach of warranty.

Rejection or return of goods sold with warranty.

*Illustrations.*

(a.) A. agrees to sell to B. 200 bales of cotton by sample. Cotton not in accordance with sample is delivered to B. He may return it if he has not kept it longer than a reasonable time for the purpose of examination.

(b.) B. agrees to buy of A. 25 sacks of flour by sample. The flour is delivered to B. who pays the price. B., upon examination, finds it not equal to sample, and complains of this to A. B. afterwards uses two sacks, and sells one. He cannot now repudiate the contract and recover the price, but he is entitled to compensation from A. for any loss caused by the breach of warranty.

*Refusal to accept.*

109. When the seller sends goods not ordered with goods ordered, the buyer may refuse to accept any of the goods so sent, if there is risk or trouble in separating the goods ordered from the goods not ordered.

Refusal to accept when goods not ordered are sent.

*Illustration.*

A. orders of B. specific articles of china. B. sends these articles to A. in a hamper with other articles of china, which had not been ordered. A. may refuse to accept any of the goods sent.

110. If a buyer wrongfully refuses to accept the goods sold to him, this amounts to a breach of the contract of sale.

Effect of wrongful refusal to accept.

*Rescission in default of payment.*

111. The seller of goods is not entitled to rescind the agreement on the buyer's failing to pay the price at the time fixed, unless it was stipulated by the agreement that he should be so entitled.

Rescission on failure to pay price at time fixed.

*Auction.*

112. If at a sale by auction the seller makes use of pretended biddings to raise the price, the sale is voidable at the option of the buyer.

Puffers at auction.

PART V.

OF INDEMNITY AND GUARANTEE.

113. A person can bind himself to save another person from eventual loss.

Indemnity defined.

The security thus afforded is called indemnity when the loss guarded against is that which may be consequent upon the conduct of some person.

*Illustrations.*

(a.) A. gives B. a letter of indemnity against the consequences of any proceedings which C. may take against B. in respect of a certain sum of 200 Rupees. Here A. binds himself by an express engagement to save B. from consequent loss if C. shall act as contemplated.

(b.) B. accepts a bill of exchange, at A.'s request, for the accommodation of A. A. does not provide for the bill at maturity, and B. is compelled to pay it. A. is liable to B. for the amount of the bill. Here A. binds himself by an implied engagement to indemnify B. against loss consequent on a failure on A.'s part to provide for payment of the bill when due.

114. The employer of an agent is bound to indemnify him against the consequences of all lawful acts done by him in exercise of the authority conferred upon him.

Agent's indemnity against consequences of lawful acts.

*Illustrations.*

(a.) B., a stockbroker at London, and member of the Stock Exchange, at the request of A., buys for him 20 shares in a bank, "to be paid for on settlement day." Before the settlement day arrives, the bank stops payment, and A. repudiates the transaction, and tells B. not to pay the price. By the rules of the Stock Exchange, however, B. is compelled to pay the price on the settlement day. A. is liable to B. for the price on an implied agreement to indemnify.

(b.) B., at Singapore, under instructions from A. of Calcutta, contracts with C. to deliver certain goods to him. A. does not send the goods to B., and C. sues B. for breach of contract. B. informs A. of the suit, and A. authorizes him to defend the suit. B. defends the suit, and is compelled to pay damages and costs, and incurs expenses. A. is liable to B. for such damages, costs, and expenses.

(c.) B., a broker at Calcutta, by the orders of A., a merchant there, contracts with C. for the purchase of 10 casks of oil for A. Afterwards A. refuses to receive the oil, and C. sues B. B. informs A., who repudiates the contract altogether. B. defends, but unsuccessfully, and has to pay damages and costs and incurs expenses. A. is liable to B. for such damages, costs, and expenses.

115. Where one person employs another to do an act, and the agent does the act in good faith, the employer is liable to indemnify the agent against the consequences of that act, though it cause an injury to the rights of third persons.

Agent's indemnity against consequences of acts done in good faith.

*Illustrations.*

(a.) A., a decree-holder and entitled to execution of B.'s goods, requires the nâzir to seize certain goods, representing them to be the goods of B. The nâzir seizes the goods, and is sued by C., the true owner of the goods. A. is liable to indemnify the nâzir for the sum he is compelled to pay to C., in consequence of obeying A.'s directions.

(b.) B., an auctioneer, at request of A., sells goods in the possession of A., but which A. had no right to dispose of. B. does not know this, and hands over the proceeds of the sale to A. Afterwards C., the true owner of the goods, sues B. and recovers the value of the goods and costs. A. is liable to indemnify B. for what he has been compelled to pay to C., and for B.'s own expenses.

(c.) A. employs B. to make a quantity of fire-bricks with a trade-mark, which A. knows, but B. does not, to be the trade mark of C. B. makes and marks the bricks as ordered. C. obtains an injunction against B. A. is liable to pay B. the amount of his expenses.

116. Where one person employs another to do an act which is criminal, the employer is not liable to the agent, either upon an express or an implied promise, to indemnify him against the consequences of that act.

*Illustrations.*

(a.) A. employs B. to beat C., and agrees to indemnify him against all consequences of the act. B. thereupon beats C., and has to pay damages to C. for so doing. A. is not liable to indemnify B. for those damages.

(b.) B., the proprietor of a newspaper, publishes, at A.'s request, a libel upon C. in the paper, and A. agrees to indemnify B. against the consequences of the publication, and all costs and damages of any action in respect thereof. B. is sued by C. and has to pay damages, and also incurs expenses. A. is not liable to B. upon the indemnity.

117. Where a person holds an indemnity and a suit is brought against him in respect of matters comprised in the indemnity, it is his duty to give notice to the person who is bound to indemnify him; and if that person does not authorize him to defend the suit, he is at liberty to compromise it. Whether he defends the suit under such authority as aforesaid, or in the absence of such authority compromises it, he is entitled to receive from the person bound to indemnify him, the damages and costs which he has been compelled to pay.

If he defends the suit without such authority, he is entitled to receive from the person bound to indemnify him the amount he has been compelled to pay, exclusive of any expenses caused by his having defended the suit; unless in defending it he has acted as a prudent man holding no indemnity would have acted in his own case.

*Illustrations.*

(a.) B., at the request of A., accepts a bill of exchange for the accommodation of A. C., the holder of the bill, sues B. upon it. B. has clearly no defence, but, without the authority of A., he defends the suit, and has to pay costs as well as the amount of the bill. B. can only recover from A. the amount of the bill, upon A.'s implied promise to indemnify.

(b.) C., who holds a lease from W. of certain houses, assigns the lease to B., who agrees to indemnify and save harmless C. from all damages and expenses in respect of the breach of any of the covenants therein. B. re-assigns the lease to A., who gives a like indemnity to B. A. commits a breach of a covenant to repair. W. sues C. and recovers 2,000 Rupees, and C. has to pay, in addition, 800 Rupees as costs and expenses. C. sues B., who defends the suit unsuccessfully, and has to pay to C. the 2,800 Rupees, and also incurs costs and expenses in the defence. A. is only liable to B. for 2,800 Rupees and not for the costs and expenses, as the amount of liability was ascertained by the suit of W. against C., and B. ought to have paid that amount at once to C. on demand.

118. An engagement to fulfil the liability of a third person in case of his default is called a guarantee. Definitions of 'guarantee,' 'surety,' 'principal debtor,' and 'creditor.' when founded on sufficient consideration. The person who gives the guarantee is called the surety, the person primarily liable is called the principal debtor, and the person to whom the guarantee is given is called the creditor. A guarantee may be either oral or written.

119. Anything which is done or agreed to be done for the benefit of the principal debtor, and which is an inducement to the surety to give the guarantee, may be a sufficient consideration.

*Illustrations.*

(a.) B. requests A. to sell and deliver to him goods on credit. A. agrees to do so, provided C. will guarantee the payment of the price of the goods. C. agrees to guarantee the payment of the goods to be supplied. This is a good guarantee.

(b.) A. sells and delivers goods to B. C. afterwards requests A. to forbear to sue B. for the debt for a year, and promises that if he does so, C. will pay for them in default of payment by B. A. agrees to forbear as requested. There is here a sufficient consideration to sustain C.'s guarantee.

(c.) A. sells and delivers goods to B. C. afterwards promises A. to pay for them in default of B. This is not a guarantee, as there is no consideration to support it.

120. An offer to guarantee does not constitute a guarantee, until it is accepted by the person to whom it is made, and the acceptance is notified to the offerer.

121. The liability of the surety is co-extensive with that of the principal debtor.

*Illustration.*

A. guarantees to B. the payment of a bill of exchange by C., the acceptor. The bill is dishonoured by C. A. is liable, not only for the amount of the bill, but also for any interest which may have become due on it.

122. A guarantee may extend to a series of transactions, in which case it is called a continuing guarantee.

*Illustrations.*

(a.) A., in consideration that B. will employ C. in collecting the rents of B.'s zamindâri promises B. to be responsible to the amount of 5,000 Rupees, for the due collection and payment by C. of those rents. This is a continuing guarantee.

(b.) A. promises B., a tea-dealer, to be responsible to the amount of £100, for any tea he may supply to C. B. supplies C. with tea to above the value of £100, and C. pays B. for the same. Afterwards B. supplies C. with tea to the value of £200. C. fails to pay. The guarantee given by A. was a continuing guarantee, and he is accordingly liable to B. to the extent of £100.

(c.) A. agrees with B. to be answerable to him for the price of five sacks of flour to be delivered by B. to C. payable in one month. B. delivers five sacks to C. A. pays for them. Afterwards B. delivers four sacks to C., which C. does not pay for. The guarantee given by A. was not a continuing guarantee, and accordingly he is not liable for the price of the four sacks.

123. A continuing guarantee may be at any time revoked by the surety as to future transactions, by notice to the creditor.

*Illustrations.*

(a.) A., in consideration of B.'s discounting, at A.'s request, bills of exchange for C., guarantees to B. for 12 months the due payment of all such bills to the extent of 5,000 Rupees. B. discounts bills for C. to the extent of



of 2,000 Rupees. Afterwards, at the end of three months, A. revokes the guarantee. This revocation discharges A. from all liability to B. for any subsequent discount. But A. is liable to B. for the 2,000 Rupees, on default of C.

(b.) A. guarantees to B., to the extent of 10,000 Rupees, that C. shall pay all the bills that B. shall draw upon him. B. draws upon C. C. accepts the bill. A. gives notice of revocation. C. dishonours the bill at maturity. A. is liable upon his guarantee.

124. The death of the surety operates as a revocation of a continuing guarantee, so far as regards future transactions, in the absence of any agreement to the contrary.

Revocation of continuing guarantee by surety's death.

125. Where, upon the face of the agreement, two persons are primarily liable to a third person, that liability is not affected so far as regards the third person by an arrangement between the two, that one of them shall be liable only upon the default of the other, even although such arrangement may have been known to the third person, unless he was a party to the arrangement.

Liability of two persons primarily liable, not affected by a private arrangement as to suretyship.

#### Illustration.

A. and B. make a joint and several promissory note to C. A. makes it, in fact, as surety for B., and C. knows this at the time when the note is made. In a suit by C. against A. upon the note, the fact that A. made it as surety for B. and that C. knew it, is no answer to the suit.

126. Any variance made without the surety's consent, in the terms of the original agreement, discharges the surety as to future transactions.

Discharge of surety by variance in terms of agreement.

#### Illustrations.

(a.) A. becomes surety to C. for B.'s conduct as a manager in C.'s bank. Afterwards, B. and C. agree, without A.'s consent, that B.'s salary shall be raised, and that he shall become liable to one-fourth of the losses on discounts. B. allows a customer to overdraw, and the bank loses a sum of money. A. is discharged from his suretyship by the variance made without his consent, and is not liable to make good this loss.

(b.) A. guarantees C. against the misconduct of B. in an office to which he is appointed by C., and of which the duties are defined by an Act of the Legislature. By a subsequent Act, the nature of the office is materially altered. Afterwards, B. misconducts himself. A. is discharged from future liability under his guarantee by the change, though the misconduct of B. is in respect of a duty not affected by the later Act.

(c.) C. agrees to appoint B. as his clerk to sell coals at a yearly salary of £100, upon A.'s becoming surety to C. for B.'s duly accounting for monies received by him as such clerk. Afterwards, without A.'s knowledge or consent, C. and B. agree that B. should be paid by a commission of 6d. per ton on the coal sold by him instead of by the fixed salary. A. is not liable for subsequent misconduct of B.

(d.) A. gives to C. a continuing guarantee to the extent of 3,000 Rupees for any oil supplied by C. to B. on credit. Afterwards B. becomes embarrassed, and, without the knowledge of A., B. and C. agree that C. should continue to supply B. with oil for ready money, and that the payments should be applied to the then existing debts between B. and C. A. is not liable on his guarantee for any goods supplied after this new arrangement.

(e.) A., as surety for B., gives to C. a promissory note for 5,000 Rupees upon an agreement that the 5,000 Rupees should be paid by C. to B. "by draft at three months' date." C., without A.'s knowledge, pays the 5,000 Rupees to B. at once instead of giving a draft. A. is discharged from liability, as the agreement has been varied, and C. might sue B. for the money before the expiration of three months.

127. The surety is discharged by any agreement between the creditor and the principal debtor, by which the principal is released, or by any act or omission of the cre-

Discharge of surety by release or discharge of principal debtor.

ditor, the legal consequence of which is the discharge of the principal debtor.

#### Illustrations.

(a.) A. gives a guarantee to C. for goods to be supplied by C. to B. C. supplies goods to B., and afterwards B. becomes embarrassed, and agrees with his creditors (including C.) to assign to them his property in consideration of their releasing him from their demands. Here B. is released from his debt by agreement with C., and A. is discharged from his suretyship.

(b.) A. agrees with B. to grow a crop of indigo on A.'s land, and to deliver it to B. at a fixed rate, and C. guarantees A.'s performance of this agreement. B. diverts a stream of water which is necessary for the irrigation of A.'s land, and thereby prevents him from raising the indigo. C. is no longer liable on his guarantee.

(c.) A. agrees with B. for a fixed price to build a house for B. within a stipulated time, B. supplying the necessary timber. C. guarantees A.'s performance of the contract. B. omits to supply the timber. C. is discharged from his suretyship.

128. An agreement between the creditor and the principal debtor, by which the creditor makes a composition with, or agrees to give time to, or not to sue, the principal debtor, discharges the surety.

Discharge of surety when creditor compounds with, gives time to, or agrees not to sue principal debtor.

#### Illustrations.

(a.) C., the holder of an overdue bill of exchange drawn by A. as surety for B., and accepted by B., binds himself by a valid agreement with B. to give time to B., A. not assenting to the agreement. A. is discharged from liability on the bill.

(b.) C., to whom B. owes a debt guaranteed by A., binds himself by agreement with B. not to sue B., and to accept four annas in the rupee in respect of B.'s debts. A. assents to the arrangement. A. is not discharged, and is liable to C. for the whole debt.

129. Where an agreement to give time to the principal debtor is made by the creditor with a third person, and not with the principal debtor, the surety is not discharged.

Agreement to give time to principal debtor made with a third person.

#### Illustration.

C., the holder of an overdue bill of exchange, drawn by A. as surety for B., and accepted by B., binds himself by a valid agreement with M. to give time to B. A. has no knowledge of this agreement. A. is not discharged.

130. Mere forbearance on the part of the creditor to sue the principal debtor, or to enforce any other remedy against him, does not, in the absence of any provision in the guarantee to the contrary, discharge the surety.

Creditor's forbearance to sue.

#### Illustration.

B. owes to C. a debt guaranteed by A. The debt becomes payable. C. does not sue B. for a year after the debt has become payable. A. is not discharged from his suretyship.

131. Where there are co-sureties, a release by the creditor of one of them does not discharge the others; neither does it free that one from any responsibility to the others.

Release of one co-surety.

132. If the creditor does any act which is inconsistent with the rights of the surety, or omits to do any act which his duty to the surety requires him to do, and the eventual remedy of the surety himself against the principal debtor is thereby impaired, the surety is discharged.

Discharge of surety by creditor's act or omission impairing surety's eventual remedy.

#### Illustrations.

(a.) B. agrees to build a ship for C. for a given sum, to be paid by instalments as the work reaches certain stages. A.

becomes surety to C. for B.'s due performance of the agreement. C., without the knowledge of A., prepays to B. the last two instalments. A. is discharged by this payment.

(b.) B. agrees with C. to complete certain fittings in C.'s warehouse for 8,000 Rupees, C. stipulating to insure, from time to time, the fittings from fire, and to deduct the costs of the insurance from the 8,000 Rupees. A., knowing of this agreement, guarantees B.'s due performance of the work. C. never insures, and fittings to the value of 7,000 Rupees are destroyed by the fire at B.'s shop. B. becomes insolvent, and it costs C. 9,000 Rupees to complete the work. A. is discharged by C.'s omission to insure, not merely to the extent of the benefit he would have derived from the insurance if it had been effected, but altogether.

(c.) C. lends money to B. on the security of a joint and several promissory note made in C.'s favour by B. and by A. as surety for B., together with a bill of sale of B.'s furniture, which gives power to C. to sell the furniture, and apply the proceeds in satisfaction of the monies due on the note. Subsequently C. sells the furniture, but, owing to his misconduct and wilful negligence, only a small price is realized. A. is discharged from liability on the note.

(d.) A. puts M. as apprentice to B., and gives a guarantee to B. for M.'s fidelity. B. covenants on his part that he will, at least once a month, see M. make up the cash. B. omits to see this done as agreed, and M. embezzles. A. is not liable to B. on his guarantee.

133. Where a guaranteed debt has become due, or default of the principal debtor to perform a guaranteed duty has taken place, the surety, upon payment or performance of all that he is liable for, is invested with all the rights which the creditor had against the principal debtor.

Rights of surety on payment or performance.

134. A surety is entitled to the benefit of every security which the creditor has against the principal debtor at the time the contract is entered into, whether the surety knows or does not know of the existence of such security; and if the creditor loses, or, without the consent of the surety, parts with such security, the surety is discharged to the extent of the value of the security.

Surety's right to benefit of creditor's securities.

#### Illustrations.

(a.) C. advances to B., his tenant, 2,000 Rupees on the guarantee of A. C. has also a further security for the 2,000 Rupees by a mortgage of B.'s furniture. C. cancels the mortgage. B. becomes insolvent, and C. sues A. on his guarantee. A. is discharged from liability to the amount of the value of the furniture.

(b.) C., a creditor, whose advance to B. is secured by a decree, receives also a guarantee for that advance from A. C. afterwards takes B.'s goods in execution under the decree and then, without the knowledge of A., withdraws the execution. A. is discharged.

(c.) A., as surety for B., makes a bond jointly with B. to C. to secure a loan from C. to B. After the date of this transaction, C. obtains from B. a further security for the same debt. Subsequently C. gives up the further security. A. is not discharged.

135. Any guarantee which has been obtained by means of misrepresentation made by the creditor, or with his knowledge and assent, concerning a material part of the transaction, is invalid.

Guarantee obtained by misrepresentation.

#### Illustrations.

(a.) B. owes C. £800. C. agrees to advance B. £2,000 on his obtaining a surety for that amount. It is also agreed between B. and C. that the £800 should be deducted from that sum. The agreement, which is in writing, states that C. had agreed to advance B. £2,000, and that the £800 had been repaid. This agreement is read to A. in C.'s presence, but nothing more is said, when A. gives a promissory note for £2,000 as surety for B. A. is discharged from liability on the note, as there is a false representation to A. that the £800 had been repaid, and that the whole sum of £2,000 was to be advanced to B.

(b.) C. represents to A. that he is liable to D. for 8,000 Rupees, as surety for A. and B. A. thereupon concurs as surety in a mortgage security given by B. in order to indemnify C. C. in fact was not liable to D. as alleged. A. is not bound by the security.

136. Any guarantee which the creditor has obtained by means of the concealment of a material circumstance, is invalid.

Guarantee obtained by concealment.

#### Illustrations.

(a.) A. engages B. as clerk to collect money for him. B. fails to account for some of his receipts, and A. in consequence calls upon him to furnish security for his duly accounting. C. gives his guarantee for B.'s duly accounting. A. does not acquaint C. with B.'s previous conduct. B. afterwards makes default. The guarantee is invalid.

(b.) A. guarantees to C. payment for iron to be supplied by him to B. to the amount of 2,000 tons. B. and C. have privately agreed that B. should pay five Rupees per ton beyond the market price, such excess to be applied in liquidation of an old debt. This agreement is concealed from A. A. is not liable as a surety.

137. Where a person gives a guarantee upon an agreement that the creditor shall not act upon it until another person has joined in it as co-surety, the guarantee is not valid if that other person does not join.

Guarantee on agreement that creditor shall not act on it until co-surety joins.

138. In every contract of guarantee there is an implied agreement by the principal debtor to indemnify the surety, and the surety is entitled to recover from the principal debtor whatever sum he has rightfully paid under the guarantee.

Implied agreement to indemnify surety.

#### Illustrations.

(a.) B. is indebted to C., and A. is surety for the debt. C. demands payment from A., and on his refusal sues him for the amount. A. defends the suit, at the request of B., having reasonable grounds for doing so, but he is compelled to pay the amount of the debt with costs. He can recover from B. the amount paid by him for costs, as well as the principal debt.

(b.) C. lends B. a sum of money, and A., at the request of B., accepts a bill of exchange drawn by B. upon A. to secure the amount. C., the holder of the bill, demands payment of it from A., and on A.'s refusal to pay sues A. upon the bill. A. defends the suit, and has to pay the amount of the bill and costs. He can recover from B. the amount of the bill, but not the sum paid for costs, as there was no real ground for defending the action.

(c.) A. guarantees to C., to the extent of 2,000 Rupees, payment of rice to be supplied by C. to B. C. supplies to B. rice to a less amount than 2,000 Rupees, but obtains from A. payment of the sum of 2,000 Rupees in respect of the rice supplied. A. cannot recover from B. more than the price of the rice actually supplied.

139. Where two or more persons or co-sureties for the same debt or duty either jointly or severally, and whether under the same or different agreements, and whether with or without the knowledge of each other, the co-sureties, in the absence of any agreement to the contrary, are liable as between themselves to pay each an equal share of the whole debt, or of that part of it which remains unpaid by the principal debtor.

Co-sureties liable to contribute equally.

#### Illustrations.

(a.) A., B. and C. are sureties to D. for the sum of 3,000 Rupees lent to E. E. makes default in payment. A., B. and C. are liable as between themselves to pay 1,000 Rupees each.

(b.) A., B. and C. are sureties to D. for the sum of 1,000 Rupees lent to E., and it is arranged between A., B., C. and E. that A. is to be responsible to the extent of one-quarter B., to the extent of one-quarter, and C. to the extent



of one-half. E. makes default in payment. As between the sureties, A. is liable to pay 250 Rupees, B. 250 Rupees, and C. 500 Rupees.

140. Co-sureties who are bound in different sums are liable to pay equally as far as the limits of their respective obligations permit.

#### Illustrations.

(a.) A., B. and C., as sureties for D., enter into three several bonds, each in a different penalty, viz., A. in the penalty of 10,000 Rupees, B. in that of 20,000 Rupees, C. in that of 40,000 Rupees, conditioned for D.'s duly accounting to E. D. makes default to the extent of 30,000 Rupees. A., B. and C. are each liable to pay 10,000 Rupees.

(b.) A., B. and C., as sureties for D., enter into three several bonds, each in a different penalty, viz., A. in the penalty of 10,000 Rupees, B. in that of 20,000 Rupees, C. in that of 40,000 Rupees, conditioned for D.'s duly accounting to E. D. makes default to the extent of 40,000 Rupees. A. is liable to pay 10,000 Rupees, and B. and C. 15,000 Rupees each.

(c.) A., B. and C., as sureties for D., enter into three several bonds, each in a different penalty, viz., A. in the penalty of 10,000 Rupees, B. in that of 20,000 Rupees, C. in that of 40,000 Rupees, conditioned for D.'s duly accounting to E. D. makes default to the extent of 70,000 Rupees. Each has to pay the full penalty of his bond.

### PART VI.

#### OF BAILMENT.

141. The delivery of goods by one person to another for some purpose, upon an agreement that they shall be delivered by the latter back to or according to the directions of the former when the purpose shall have been accomplished, is called a bailment. The person delivering the goods is called the bailor. The person to whom they are delivered is called the bailee.

142. The delivery to the bailee may be made by doing anything which has the effect of putting the goods in the possession of the intended bailee or of any person authorized to hold them on his behalf.

143. The bailor is bound to disclose to the bailee faults in the goods bailed of which the bailor is aware and which materially interfere with the use of them or expose the bailee to extraordinary risks; and if he does not make such disclosure, he is responsible for damage arising to the bailee directly from such faults.

#### Illustration.

A. lends a horse to B. which he knows to be vicious. He does not disclose the fact that the horse is vicious. The horse runs away. B. is thrown and injured. A. is responsible to B. for damage sustained.

144. In all cases of bailment the bailee is bound to take as much care of the goods bailed to him as a man of ordinary prudence would, under similar circumstances, take of his own goods of the same bulk, quality and value as the goods bailed.

145. The bailee, in the absence of any agreement to the contrary, is not responsible for the loss, destruction, or deterioration of the thing bailed if not caused by his fault.

146. If the bailee does any act with regard to the goods bailed which is inconsistent with the conditions of the bailment, such act is, at the option of the bailor, a termination of the bailment.

Termination of bailment by bailee's act inconsistent with conditions.

#### Illustration.

A. lets to B. for hire, a horse for his own riding. B. drives the horse in his carriage. This is at the option of A. a termination of the bailment.

147. If the bailee makes any use of the goods bailed which is not according to the conditions of the bailment, he is liable to make compensation to the bailor for any damage arising to the goods from or during such use of them.

Liability of bailee making unauthorized use of goods bailed.

#### Illustrations.

(a.) A. lent a horse to B. for his own riding only. B. allowed C., a member of his family, to ride the horse. C. rode with care, but the horse accidentally fell and was injured. B. is liable to make compensation to A. for the injury done to the horse.

(b.) A. hired a horse in Calcutta from B. to ride to Benares. A. rode with due care, but rode to Cuttack instead. The horse accidentally fell and was injured. A. is liable to make compensation to B. for the injury to the horse.

#### Mixture of goods bailed.

148. If the bailee, with the consent of the bailor, mixes the goods of the bailor with his own goods, the bailor and the bailee shall have an interest in proportion to their respective shares in the mixture thus produced.

149. If the bailee, without the consent of the bailor, mixes the goods of the bailor with his own goods, and the goods can be separated, the property in the goods remains in the parties respectively, but the bailee is bound to bear the expense of separation, and any damage arising from the mixture.

150. If the bailee, without the consent of the bailor, mixes the goods of the bailor with his own goods so that it is impossible to separate the goods bailed from the other goods and deliver them back, the bailor is entitled to be compensated by the bailee for the loss of the goods.

151. Where by the conditions of the bailment the goods are to be kept or to be carried, or to have work done upon them by the bailee for the bailor, and the bailee is to receive no remuneration, the bailor shall re-pay to the bailee the necessary expenses incurred by him for the purpose of the bailment.

152. Where the bailment is gratuitous, the bailor is entitled at any time, upon reasonable notice, to the restoration of the goods bailed.

153. The bailee must return the goods bailed without demand as soon as the time for which they were bailed has expired, or the purpose for which they were bailed has been accomplished.

Re-payment by bailor of necessary expenses.

Restoration of goods bailed gratuitously.

Return of goods bailed on expiration of time or accomplishment of purpose.

154. If by the fault of the bailee the goods are not delivered or tendered at the proper time, he is responsible to the bailor for any loss, destruction, or deterioration of the goods from that time.

Bailee's responsibility when goods are not duly delivered or tendered.

Termination of gratuitous bailment by death.

155. The bailment where gratuitous is terminated by the death either of the bailor or of the bailee.

156. In the absence of any agreement to the contrary, the bailee is bound to deliver to the bailor, or according to his directions, any increase or profit which may have accrued from the goods bailed.

Increase or profit from goods bailed.

#### Illustration.

A. leaves a cow in the custody of B., who takes care of it gratuitously. The cow has a calf. B. is bound to deliver the calf as well as the cow to A.

157. The bailor is responsible to the bailee for any loss which he may sustain by reason that the bailor was not entitled to make the bailment, or to receive back the goods, or to give directions respecting them.

Bailor's responsibility to bailee.

158. If several joint owners of goods bail them, the bailee may deliver them back to, or according to the directions of, one joint owner without the consent of all, in the absence of any agreement to the contrary.

Bailment by several joint owners.

159. If the bailor has no title to the goods, and the bailee delivers them back to, or according to the directions of, the bailor, the bailee is not responsible to the owner in respect of such delivery.

Re-delivery to bailor who has no title.

160. If a third person claims goods bailed, he may apply to the Court to stop the delivery of the goods to the bailor, and to decide the title to the goods.

Right of third person claiming goods bailed.

161. The finder of goods has no right to sue the owner for compensation for trouble and expense voluntarily incurred by him to preserve the goods and to find out the owner, but he has a right to retain the goods against the owner until he receives such compensation; and where the owner offers a specific reward for the return of goods lost, the finder has a right to retain them until he receives the reward.

Right of finder of goods.

162. Where the bailee has, in accordance with the purpose of the bailment, rendered any service involving the exercise of labour or skill on the goods bailed, he has, in the absence of any agreement to the contrary, a right to retain the goods until he receives remuneration for the services he has rendered in respect of them.

Bailee's particular lien.

#### Illustrations.

(a.) A. delivers a rough diamond to B., a jeweller, to be cut and polished, which is accordingly done. B. is entitled to retain the stone till he is paid for the services he has rendered.

(b.) A. gave some cloth to B., a tailor, to make into a coat. A. agreed with B. that the coat should be delivered as soon as it was finished, and that three months' credit should be given for the price. B. is not entitled to retain the coat until he is paid.

163. In the absence of any agreement to the contrary, bankers, factors, and wharfingers have no right to retain any goods bailed to them as a security for a general balance of account.

Bankers, factors, and wharfingers have no general lien.

#### Pledge.

164. The bailment of goods as security for payment of a debt or performance of an engagement is called pledge. The bailor is in this case called the pawnor. The bailee is called the pawnee.

'Pledge,' 'pawnor,' and 'pawnee' defined.

165. The pawnee may retain the goods pledged, not only for payment of the debt or the performance of engagement, but for the interest of the debt, and all necessary expenses incurred by him in respect of the possession, or for the preservation of the goods pledged.

Pawnee's right of retainer.

166. The pawnee shall not retain the goods pledged for any other debt or engagement than the debt or engagement for which they are delivered, except by agreement between the parties; but such agreement, in the absence of anything to the contrary, will be presumed in regard to subsequent advances made by the pawnee.

In case of subsequent advances.

167. The pawnee is entitled to receive from the pawnor extraordinary expenses incurred by him for the preservation of the goods pledged.

Extraordinary expenses incurred by pawnor.

168. If the pawnor makes default in payment of the debt or performance of the engagement at the stipulated time, the pawnee may bring a suit against the pawnor upon the debt or engagement, and retain the goods pledged as a collateral security, or may sell the thing pledged on giving the pawnor reasonable notice of the sale. If the proceeds of the sale are less than the amount due in respect of the debt or engagement, the pawnor is still liable to pay the balance. If the proceeds of the sale are greater than the amount so due, the pawnee shall pay over the surplus to the pawnor.

Pawnee's right where pawnor makes default.

169. If a time is stipulated for the payment of the debt or performance of the engagement for which the pledge is made, and the pawnor makes default in payment of the debt or performance of the engagement at the stipulated time, he may redeem the goods pledged at any time before the actual sale of them.

Defaulting pawnor's right to redeem.

170. A person who is in possession of goods, or of any bill of lading, dock-warrant, warehouse-keeper's certificate, warrant or order for delivery, or any other document of title to goods, may make a valid pledge of such goods, or documents: Provided that the pawnee acts in good faith and under circumstances which are not such as to raise a reasonable presumption that the pawnor is acting improperly.

Pledge by possessor of documentary title to goods.

171. Where a person pledges goods in which he has only a limited interest, the pledge is valid to the extent of that interest.

Pledge where pledgor has only a limited interest



*Suits against wrong-doers.*

172. If a third person wrongfully deprives the bailee of the use or possession of the goods bailed, or does them any injury, the bailee is entitled to use such remedies as the owner might use in the like case if no bailment had been made, and either the bailor or the bailee may bring a suit against a third person for such deprivation or injury.

173. Whatever is obtained by way of relief or compensation in any such suit shall, as between the bailor and the bailee, be dealt with according to their respective interests.

### PART VII. OF AGENCY.

174. An agent is a person employed to do any act for another, or to represent another in dealings with third persons. The person for whom the act is done, or who is so represented, is called the principal.

175. Any person who is of the age of majority according to the law to which he is subject, and who is of sound mind, may employ an agent.

176. As between the principal and third persons, any person may become an agent; but no person who is not of the age of majority and of sound mind can become an agent, so as to be responsible to his principal according to the provisions in that behalf herein contained.

177. No consideration is necessary to create an agency.

178. The authority of an agent may be expressed or implied.

179. An authority is said to be expressed when it is given by words spoken or written. An authority is said to be implied when it is to be inferred from the circumstances of the case; and things spoken or written, or the ordinary course of dealing may be accounted circumstances of the case.

*Illustration.*

A. owns a shop in Serampore, living himself in Calcutta, and visiting the shop occasionally. The shop is managed by B., and he is in the habit of ordering goods from C. in the name of A. for the purposes of the shop, and of paying for them out of A.'s funds with A.'s knowledge. B. has an implied authority from A. to order goods from C. in the name of A. for the purposes of the shop.

180. An agent having an authority to do any act, has authority to do every lawful thing which is necessary in order to do such act; and an agent having an authority to carry on any business, has authority to do every lawful thing necessary for the purpose of or usually done in the course of conducting such business.

*Illustrations.*

(a.) A. is employed by B., residing in London, to recover at Bombay a debt due to B. A. may adopt any legal process necessary for the purpose of recovering the debt, and may give a valid discharge for the same.

(b.) A. constitutes B. his agent to carry on his business of a ship-builder. B. may purchase timber and other materials, and hire workmen for the purpose of carrying on the business.

181. An agent has authority in an emergency to do all such acts for the purpose of protecting his principal from loss as would be done by a person of ordinary prudence in his own case under similar circumstances.

*Illustrations.*

(a.) A ship is driven on shore. The master has authority to hire men and boats to get her off, and to incur all necessary expenses for re-fitting her.

(b.) A. consigns provisions to B. at Calcutta, with directions to send them immediately to C. at Cuttack. B. may sell the provisions at Calcutta if they will not bear the journey without spoiling.

182. Contracts entered into through an agent, and obligations arising from acts done by an agent, may be enforced in the same manner, and will have the same legal consequences as if the contracts had been entered into and the acts done by the principal in person.

*Illustrations.*

(a.) A. buys goods from B., knowing that he is an agent for their sale, but not knowing who is the principal. B.'s principal is the person entitled to claim from A. the price of the goods, and A. cannot set off against that claim a debt due to himself from B.

(b.) A. being B.'s agent with authority to receive money on his behalf, receives from C. a sum of money due to B. C. is discharged of his obligation to pay the sum in question to B.

183. Where an agent does more than he is authorized to do, what he does within the scope of his authority, if it can be separated from what is beyond that scope, is binding as between the principal and the agent; the rest not.

*Illustration.*

A., being owner of a ship and cargo, authorizes B. to procure an insurance for 4,000 Rupees on the ship. B. procures a policy for 4,000 Rupees on the ship, and another for the like sum on the cargo. A. is bound to pay the premium for the policy on the ship, but not the premium for the policy on the cargo.

184. Where an agent does more than he is authorized to do, and what he does beyond the scope of his authority cannot be separated from what is within it, the whole is void as against the principal.

*Illustration.*

A. authorizes B. to buy 500 sheep for him. B. buys 500 sheep and 200 lambs for one sum of 6,000 Rupees. The whole transaction is void as against A.

185. A sub-agent is a person employed by and acting under the control of the original agent in the business of the agency.

186. An agent cannot lawfully employ another to perform acts which he has expressly or impliedly undertaken to perform personally.

187. Where a sub-agent is properly appointed, the principal is, so far as regards third persons, represented by the sub-agent, and is bound by and responsible for his acts, as if he were an agent originally appointed

by the principal. The agent is responsible to the principal for the acts of the sub-agent. The sub-agent is responsible for his acts to the agent but not to the principal, except in cases of fraud or wilful wrong.

Agent's responsibility for sub-agent.  
Sub-agent's responsibility.

188. Where an agent has appointed a person to act as a sub-agent without having authority to do so, the agent stands towards that person in the relation of a principal to an agent, and is responsible for his acts both to the principal and to third persons, and the principal is not represented by or responsible for the acts of the person so employed, nor is that person responsible to the principal.

Agent's responsibility for sub-agent appointed without authority.

189. Where an agent, holding an express or implied authority to name another person to act for the principal in the business of the agency, has named another person accordingly; such person is not a sub-agent, but an agent of the principal for such part of the business of the agency as is entrusted to him.

Relation to principal of person named by agent authorized to name another to act for principal.

#### Illustrations.

(a.) A. directs B., his solicitor, to sell his estate by auction, and to employ an auctioneer for the purpose. B. names C., an auctioneer, to conduct the sale. C. is not a sub-agent, but is A.'s agent for the conduct of the sale.

(b.) A., a merchant in Calcutta, consigns goods to B., a merchant in London, and directs him to sell the goods. B. appoints C., a broker, to sell the goods for A. C. is not a sub-agent, but is agent for A.

(c.) A. appoints B., a merchant in Calcutta, his attorney, for the purpose of recovering the monies due to A. from C. & Co. B. instructs D., a solicitor, to take legal proceedings against C. & Co. for the recovery of the money. D. is not a sub-agent, but is solicitor for A.

190. In selecting such agent for his principal, an agent is bound to exercise the same amount of discretion as a man of ordinary prudence would exercise in his own case, and if he does this he will not be responsible to the principal for the acts or negligence of the agent so selected.

Agent's duty in naming such person.

#### Illustrations.

(a.) A. directs B. to buy and ship a cargo of indigo for him, and to have the cargo properly insured. B. employs an insurance broker of good reputation, who effects an insurance on the cargo. The ship, having the cargo on board, is lost; but owing to the omission of some usual stipulations in the policy of assurance, the underwriters refuse to pay the sum insured. B. is not responsible to A. for the loss, but the insurance broker is.

(b.) B., the agent of A., employs an auctioneer in good credit to sell goods of A., and allows the auctioneer to receive the proceeds of the sale. The auctioneer afterwards becomes insolvent without having accounted for the proceeds. B. is not responsible to A. for the proceeds.

191. An agent is bound to conduct the business of his principal according to the directions given by the principal, or, in the absence of any such directions, according to the custom which prevails in doing business of the same kind. When the agent adopts a different course, if any loss be sustained, he must make it good to his principal, and if any profit accrues he must account for it.

Agent's duty in conducting principal's business.

#### Illustrations.

(a.) A., an agent engaged in carrying on for B. a business in which it is the custom to invest from time to time at interest the monies which may be in hand, omits to make such

investment. A. must make good to the principal the interest usually obtained by such investments.

(b.) B., a broker, in whose business it is not the custom to sell on credit, sells goods of A. on credit to C., whose credit at the time was very high. C., before payment, becomes insolvent. B. must make good the loss to A.

192. An agent is bound to conduct the business of the agency with as much skill as is generally possessed by persons engaged in similar business, unless the principal has notice of his want of skill. The agent is always bound to act with diligence, and to use such skill as he possesses; and to make compensation to his principal in respect of the direct consequences of his own neglect, want of skill, or misconduct, but not in respect of loss or damage which are indirectly or remotely caused by such neglect, want of skill, or misconduct.

Skill and diligence required from agent.

#### Illustrations.

(a.) A., a merchant in Calcutta, has an agent B. in London, to whom a large sum of money is paid on A.'s account. B. improperly retains the money for a considerable time. A., in consequence of not receiving the money, becomes insolvent. B. is liable for the money and interest from the day on which it ought to have been paid, according to the usual rate, but not further.

(b.) A., an agent for the sale of goods, having authority to sell on credit, sells to B., on credit, without making the proper and usual inquiries as to the solvency of B. B., at the time of such sale, is insolvent. A. must make compensation to his principal in respect of any loss thereby sustained.

(c.) A., an insurance broker employed by B. to effect an insurance on a ship, omits to see that the usual clauses are inserted in the policy. The ship is afterwards lost. In consequence of the omission of the clauses nothing can be recovered from the underwriters. A. is bound to make good the loss to B.

(d.) A., a merchant in England, directs B., his agent at Bombay, to send him 100 bales of cotton by a certain ship. B., having it in his power to send the cotton, omits to do so. The ship arrives safely in England. Soon after her arrival the price of cotton rises. B. is bound to make good to A. the profit which he might have made by the 100 bales of cotton at the time the ship arrived, but not any profit he might have made by the subsequent rise.

193. An agent is bound to render proper accounts to his principal on demand.

Agent's accounts.

194. It is the duty of an agent in cases of difficulty to use all reasonable diligence in communicating with his principal, and in seeking to obtain his instructions.

Agent's duty to communicate with principal.

195. If a person who is an agent deals on his own account in the business of the agency without first obtaining the consent of the principal, and acquainting him with all material circumstances which have come to his own knowledge on the subject, the principal is at liberty, on discovering such circumstances, either to adopt or to repudiate the transaction.

Agent dealing on his own account in business of agency without principal's consent.

#### Illustrations.

(a.) A. directs B. to sell A.'s estate. B. buys the estate for himself in the name of C. A., on discovering that B. has bought the estate for himself, may either repudiate or adopt the sale at his option.

(b.) A. directs B. to sell A.'s estate. B. on looking at the estate before selling it, finds a mine on the estate which is unknown to A. B. informs A. that he wishes to buy the estate for himself, but conceals the discovery of the mine. A. allows B. to buy, in ignorance of the existence of the mine. A., on discovering that B. knew of the mine at the time he bought the estate, may either repudiate or adopt the sale at his option.



196. An agent dealing on his own account with his principal in the business of the agency is not entitled to any remuneration as agent, notwithstanding that the principal adopts the transaction.

*Illustration.*

A. agrees that if B. will find a purchaser for his land in Bombay at 2 Rupees a yard, A. will give B. 5 per cent. commission. B. afterwards buys on his own account, and A. adopts the contract. B. is not entitled to any commission.

197. If an agent without the knowledge of his principal deals in the business of the agency on his own account instead of on account of his principal, the principal is entitled to claim from the agent any benefit which may have resulted to him from the transaction.

*Illustration.*

A. directs B. to buy a certain house for him. B. tells A. it cannot be bought, and buys the house for himself. A. may, on discovering that B. has bought the house, compel him to sell it to A. at the price he gave for it.

198. An agent may retain, out of any sums received on account of the principal in the business of the agency, all monies due to himself in respect of advances made or expenses incurred by him in conducting such business, and also such remuneration as may be payable to him for acting as agent.

199. Subject to such deductions, the agent is bound to pay to his principal all sums received on his account.

200. In the absence of any agreement to the contrary, remuneration in respect of the performance of any act is not due to the agent until the completion of such act.

201. An agent who is guilty of gross misconduct in the business of the agency, is not entitled to any remuneration in respect of that part of the business which has been so misconducted.

*Illustrations.*

(a.) A. employs B. to recover 1,00,000 Rupees from C. and lay it out on good security. B. recovers the 1,00,000 Rupees and lays out 90,000 Rupees on good security, but lays out 10,000 Rupees on insufficient security, whereby A. loses 2,000 Rupees. B. is entitled to remuneration for recovering the 1,00,000 Rupees and for investing the 90,000 Rupees. He is not entitled to any remuneration for investing the 10,000 Rupees, and he must make good the 2,000 Rupees to B.

(b.) A. employs B. to recover 1,000 Rupees from C. Through B's misconduct the money is not received. B. is entitled to no remuneration for his services, and must make good the loss.

202. In the absence of any agreement to the contrary, an agent is entitled to retain goods, papers, and other property of the principal received by him, until the amount due to himself for commission, disbursements, and services in respect of the same has been paid or accounted for to him.

Agent's lien on principal's goods and papers.

*Ratification.*

203. Where acts are done by one person on behalf of another, but without his knowledge, he may elect to ratify or to disown such acts. If he ratify them, the same effects will follow as if they had been performed by his authority.

204. Ratification may be expressed or may be implied in the conduct of the person on whose behalf the acts are done.

*Illustration.*

A. without authority buys goods for B. Afterwards B. sells them to C. on his own account. B's conduct implies a ratification of the purchase made for him by A.

205. No valid ratification can be made by a person whose knowledge of the facts of the case is materially defective.

206. A person ratifying any unauthorized act done on his behalf ratifies the whole of the transaction of which such act formed a part.

207. An act done without authority, which, if done with authority, would have the effect of subjecting a third person to damages or of terminating any right or interest of a third person, cannot by ratification be made to have such effect.

*Illustrations.*

(a.) A., an unauthorized person, requires on account of B. the owner of a chattel, the delivery of the chattel to B. This demand cannot be ratified by B. so as to make the holder liable for damages for default.

(b.) A. holds a lease from B. terminable on three months' notice. C., an unauthorized person, gives notice of termination to A. The notice cannot be ratified so as to be binding on A.

208. Any notice given to or information obtained by the agent, provided it be given or obtained in the course of the business transacted by him for the principal, shall, as between the principal and third parties, have the same legal consequence as if it had been given to or obtained by the principal.

*Illustrations.*

(a.) A. is employed by B. to buy certain goods from C., and buys them accordingly. In the course of the treaty for the sale A. learns that the goods really belonged to D., but B. is ignorant of that fact. B. is not entitled to set off a debt owing to him from C. against the price of the goods.

(b.) A. is employed by B. to buy goods from C. A. was, before he was so employed, a servant of C., and then learnt that the goods really belonged to D., but B. is ignorant of that fact. In spite of the knowledge of his agent, B. may set off against the price of the goods a debt owing to him from C.

209. In the absence of any agreement to the contrary, an agent cannot personally enforce contracts entered into by him on behalf of his principal, nor is he personally bound by them.

*Explanation.*—Such an agreement may be implied in the following cases:—

- (1.) Where the contract is made by an agent for the sale or purchase of goods for a merchant resident abroad.

(2.) Where the agent does not disclose the name of his principal.

(3.) Where the principal, though disclosed, cannot be sued.

210. Where one man enters into an engagement by contract with another, having no knowledge or reasonable ground of suspicion that the other is an agent, the principal, if he requires the performance of the engagement, can only obtain it, subject to the rights and obligations subsisting between the agent and the other party to the contract.

Performance of contract with agent supposed to be principal.

*Illustration.*

A., who owes 500 Rupees to B., sells 1,000 Rupees' worth of rice to B. A. is acting as agent for C. in the transaction, but B. has no knowledge nor reasonable ground of suspicion that such is the case. C. cannot compel B. to take the rice without allowing him to set off A.'s debt.

211. In cases where the agent is personally liable, a person dealing with him may hold either him or his principal, or both of them, liable.

Principal's liability where agent personally liable.

*Illustration.*

A. enters into a contract with B. to sell him 100 bales of cotton, and afterwards discovers that B. was acting as agent for C. A. may sue either B. or C., or both, for the price of the cotton.

212. A person who enters into a contract with an agent, if he afterwards induces the agent to do any act in the belief that the principal will be held exclusively liable on the contract, cannot hold the agent liable; and in like manner if he induces the principal to do any act in the belief that the agent will be held exclusively liable, he cannot hold the principal liable.

Consequence of inducing agent or principal to act on belief that principal or agent will be held exclusively liable.

*Illustration.*

A., in Bombay, agrees as agent for B., a merchant in London, to buy 100 bales of cotton from C. C. intimates to B. that he intends to hold A. exclusively liable for the price of the cotton, and B. relying upon this intimation settles his account with A., giving A. credit for the price of the cotton. A. afterwards becomes bankrupt without having paid the price of the cotton to C. C. cannot hold B. liable for the price of the cotton.

213. A person untruly representing himself to be the authorized agent of another, and thereby inducing a third person to deal with him as such agent, is liable, if his supposed employer does not ratify his acts, to make compensation to the other, according to the rules laid down in the chapter on contracts, section 50, in respect of any loss or damage which he has incurred by so dealing.

Liability of pretended agent.

214. A person with whom a contract has been entered into in the character of agent is not entitled to require the performance of it, if he was in reality acting not as agent but on his own account.

Person falsely contracting as agent, not entitled to performance.

215. When an agent has without authority done acts or incurred obligations to third persons on behalf of his principal, the principal is bound by such acts or obligations if he had by his words or conduct induced such persons to

Liability of principal inducing belief that agent's unauthorized acts were authorized.

believe that such acts and obligations were within the scope of the agent's authority.

*Illustrations.*

(a.) A. consigns goods to B. for sale, and gives him verbal instructions not to sell under a fixed price. C. being ignorant of B.'s instructions enters into an agreement with B. to buy the goods at price lower than the reserved price. A. is bound by the agreement.

(b.) A. knows that B. is an agent of C., and acting under written instructions from C., but makes an agreement with B. as C.'s agent without asking to see the instructions. The terms of the agreement are contrary to the instructions. C. is not bound by the agreement.

Ship-master's authority to sign bill of lading.

216. The master of a ship has not, as such, any authority to sign bills of lading without receiving the goods to which they refer.

217. A master is bound to make compensation to third persons for injuries caused by the negligence or unskilfulness of his servant acting as such, but not for his wilful misconduct.

Master's liability for injuries caused by his servant.

*Illustrations.*

(a.) A.'s coachman, driving A.'s carriage on A.'s business, strikes B.'s horses, not wantonly, but in order to extricate himself from a difficulty, and causes the horses to run away, in consequence of which B.'s carriage is overturned and broken. A. is liable to make compensation to B. in respect of the loss or damage caused to him by the breaking of the carriage.

(b.) A.'s coachman, driving A.'s coach on A.'s business, wantonly strikes B.'s horses, which run away, in consequence of which B.'s carriage is overturned and broken. A. is not, but his coachman is, liable to make compensation to B. in respect of the loss or damage caused to him by the breaking of the carriage.

(c.) The commander of A.'s ship, navigating the ship on A.'s business, through negligence runs over B.'s boat. A. is liable to make compensation to B. in respect of loss or damage caused to him thereby.

(d.) The commander of A.'s ship, navigating the ship on A.'s business, intentionally runs over B.'s boat. A. is not, but the commander is, liable to make compensation to B. in respect of loss or damage caused to him thereby.

(e.) A.'s coachman driving A.'s coach, but not on A.'s business, through negligence runs over B., who thereby sustains severe bodily injury. A. is not, but the coachman is, liable to make compensation to B. in respect of such injury.

(f.) A. employs B. to act as conductor of his omnibus. C. enters the omnibus, and having behaved improperly there, is removed by B. with unnecessary violence. In consequence of B.'s violence C. is seriously injured. A. is not, but B. is, liable to make compensation to C. in respect of the effects of such injury.

(g.) A. was in the habit of buying corn and directing the vendor to deliver it at B.'s wharf, and of paying for the corn on the production of the receipt of B. or his servant. B.'s servant, whose duty it was to receive the corn, and give receipts for it on behalf of B., gave C. a receipt for corn that had never been delivered, and thus enabled C. to obtain money from A. B. is not liable to make compensation to A. in respect of the loss caused to him by the conduct of B.'s servant.

218. A person who employs another to do a lawful act, otherwise than as a servant, is not responsible for injuries caused to third persons in the doing of that act by the negligence or unskilfulness of the person employed, except in any case where the injuries may have been caused by conduct which the employer had authorized or adopted.

Employer's responsibility for injuries caused to third person in doing lawful act.

*Illustrations.*

(a.) A. employs B., a builder, to pull down and rebuild A.'s house. In consequence of the negligence of B.'s work-



men in pulling down the house, the front of C.'s house, which adjoins A.'s, falls down. A. is not liable to make good the loss to C., but B. is.

(Z.) A. employs B., a builder, to execute certain alterations in a house, including the preparation and fixing of gas fittings. B. makes a sub-contract with C., a gas-fitter, to execute this part of the work. D. is injured by an explosion of gas, caused by C.'s negligence. C. is, but A. and B. are not, liable to make compensation to D. in respect of such injury.

219. A person who is bound to do any act is responsible for all injuries arising from the non-performance of such act, although he may have employed another to do it.

Responsibility for injuries arising from non-performance of act which a person is bound to do.

#### Illustrations.

(a.) A. is bound to repair the wall of his house, which is in a dangerous state. He employs B. to repair it. B. omits to do so. The wall falls down; and in doing so draws with it a part of an adjoining house belonging to C. A. is liable to make good the loss to C.

(b.) A. is bound to cover in a drain in front of his house, and employs B. to do so. B. neglects to cover in the drain; in consequence of B.'s negligence C. falls into the drain, and is hurt. A. must make compensation to C.

220. A person employing another to do any act is bound to make compensation to third persons in respect of injuries caused directly by such act.

Compensation for injuries caused by act of person employed to do the act.

Master's liability for injury to one servant by misconduct, &c., of another.

*Exception.*—Where two persons are engaged as agents or servants to the same master for a common object, the master is not bound to make compensation to one servant in respect of loss or damage arising from the misconduct, negligence, or want of skill of the other, unless he neglected to use ordinary care in the selection of the servant who has caused the injuries.

#### Illustrations.

(a.) A. employs B. to build a house according to a particular plan. The house cannot be built without obscuring the lights of a neighbour's house. The house is built accordingly. A. is liable to make good the loss or damage thereby sustained by the neighbour.

(b.) The guard of a train is injured through the neglect of the plate-layers to keep the line in proper order. Ordinary care had been used in the selection of the plate-layers. The Railway Company is not liable to indemnify the guard.

221. The master must make compensation to his agent or servant in respect of injury caused to such agent or servant by the master's neglect or want of skill.

Compensation to agent for injury caused by principal's neglect.

#### Illustrations.

A. employs B. as a bricklayer in building a house, and puts up the scaffolding himself. The scaffolding is unskilfully put up, and B. is in consequence hurt. A. must make compensation to B.

222. The principal cannot retain any profit resulting from the fraud of his agent, although such fraud have been unauthorized by or unknown to the principal.

Profit resulting from agent's fraud.

223. An agent is not responsible to third persons for injuries to them arising from his neglect of duty, but he is bound to make compensation to his employer in respect of all sums properly paid by him on account of such injuries.

Agent's responsibility for injuries arising from neglect.

#### Illustration.

A. is bound to cover in a drain in front of his house, and employs B. to do so. B. neglects to cover in the drain; in consequence of B.'s negligence, C. falls into the drain, and is hurt. B. is not liable to make compensation to C.; but B. must make compensation to A. in respect of any compensation which A. has been compelled to make to C.

224. An agent is in all cases responsible to third persons for wrongful acts done by him, though such acts may have been previously commanded or subsequently ratified by his employer.

Agent's responsibility for wrongful acts.

225. An agency is terminated by the principal revoking his authority or by the agent renouncing the business of the agency, or by the business of the agency being completed, or by either the principal or agent dying or becoming of unsound mind: or by the principal being adjudicated an Insolvent under the provisions of any Act for the time being in force for the relief of Insolvent debtors.

Termination of agency.

226. Where the agent has himself an interest in the property which forms the subject-matter of the agency, the agency cannot be terminated to the prejudice of such interest.

Where agency is coupled with an interest.

#### Illustrations.

(a.) A. gives authority to B. to sell A.'s land, and to pay himself out of the proceeds the debts due to him from A. A. cannot revoke this authority, nor can it be terminated by his insanity or death.

(b.) A. consigns 1,000 bales of cotton to B., who has made advances to him on such cotton, and desires B. to sell the cotton, and to repay out of the price the amount of his own advances. A. cannot revoke this authority, nor is it terminated by his insanity or death.

227. The principal may (save as is otherwise provided by the last preceding section) revoke the authority given to his agent at any time before the authority has been exercised so as to bind the principal.

Revocation of agent's authority.

228. The principal cannot revoke the authority given to his agent after the authority has been partly exercised, so far as regards such acts and obligations as arise from acts already done in the agency.

Revocation where authority has been partly exercised.

#### Illustrations.

(a.) A. authorizes B. to buy 1,000 bales of cotton on account of A., and to pay for it out of A.'s monies remaining in his hands. B. buys 1,000 bales of cotton in his own name, so as to make himself personally liable for the price. A. cannot revoke his authority so far as regards payment for the cotton.

(b.) A. authorizes B. to buy 1,000 bales of cotton on account of A., and to pay for it out of A.'s monies remaining in B.'s hands. B. buys 1,000 bales of cotton in A.'s name, and so as not to render himself personally liable for the price. A. can revoke B.'s authority to pay for the cotton.

229. If it has been agreed expressly or by implication that the agency should be continued for any period of time, the principal must make compensation to the agent, or the agent to the principal, as the case may be, for any previous revocation or renunciation of the agency without sufficient cause.

Compensation for revocation or renunciation.

230. Reasonable notice must be given of such revocation or renunciation, or the damage thereby resulting to the principal or the agent, as the case may be, must be made good to him by the other.

231. Revocation and renunciation may be expressed, or may be implied in the conduct of the principal or agent respectively.

*Illustration.*

A. empowers B. to let A.'s house. Afterwards A. lets it himself. This is an implied revocation of B.'s authority.

232. The termination of the authority of an agent does not, so far as regards the agent, take effect before it becomes known to him, or, so far as regards third persons before it becomes known to them.

*Illustrations.*

(a.) A. directs B. to sell goods for him, and agrees to give B. 2 per cent. commission on the price fetched by the goods. A. afterwards by letter revokes his authority. B., after the letter is sent, but before he receives it, sells the goods for 100 Rupees. The sale is binding on A., and B. is entitled to two Rupees as his commission.

(b.) A., at Madras, by letter directs B. to sell some cotton lying in a warehouse in Bombay for him, and afterwards by letter revokes his authority to sell, and directs B. to send the cotton to Madras. B. after receiving the second letter enters into a contract with C., who knows of the first letter, but not of the second, for the sale to him of the cotton. C. pays B. the money, with which B. absconds. The contract is binding on A.

233. When an agency is terminated by the principal dying or becoming of unsound mind, the agent is bound to take all reasonable steps for the protection and preservation of the interest entrusted to him.

*Illustrations.*

(a.) A., in London, consigns to his agent B., at Calcutta, for sale, a cargo of porcelain. A. dies. B.'s duty, under ordinary circumstances, is to warehouse and retain the porcelain.

(b.) A., in New York, consigns to B., in Calcutta, for sale, a cargo of ice. A. dies. It is B.'s duty to sell the ice as soon as possible.

234. The termination of the authority of an agent causes the termination of the authority of all sub-agents appointed by him, subject to the rules herein contained regarding the termination of an agent's authority.

## PART VIII.

### OF PARTNERSHIP.

235. Partnership is the relation which subsists between persons who have agreed to combine their property, labour, or skill in some business, and to share the profits thereof between them.

Persons who have entered into partnership with one another are called collectively a firm.

*Illustrations.*

(a.) A. and B. buy 100 bales of cotton, which they agree to sell for their joint profit; A. and B. are partners in respect of such cotton.

(b.) A. and B. buy 100 bales of cotton, agreeing to share it between them. A. and B. are not partners.

(c.) A. agrees with B., a goldsmith, to buy and furnish gold to B., to be worked up by him and sold, and that they shall share in the profits. A. and B. are partners.

(d.) A. and B. agree to work together as carpenters, but that A. shall receive all profits, and shall pay wages to B. A. and B. are not partners.

(e.) A. and B. are joint owners of a ship. This circumstance does not make them partners.

236. A loan to a person engaged or about to engage in any trade or undertaking upon a contract with such person that the lender shall receive interest at a rate varying with the profits, or that he shall receive a share of the profits, does not, of itself, constitute the lender a partner or render him responsible as such.

237. In the absence of any agreement to the contrary, property left by a retiring partner or the representative of a deceased partner to be used in the business, is to be considered a loan within the meaning of the last preceding section.

238. No contract for the remuneration of a servant or agent of any person engaged in any trade or undertaking by a share of the profits of such trade or undertaking shall, of itself, render such servant or agent responsible as a partner therein nor give him the rights of a partner.

239. No person being a widow or child of a deceased partner of a trader, and receiving by way of annuity a portion of the profits made by such trader in his business, shall, by reason only of such receipt, be deemed to be a partner of such trader, or be subject to any liabilities incurred by him.

240. No person receiving by way of annuity or otherwise a portion of the profits of any business, in consideration of the sale by him of the good will of such business, shall, by reason only of such receipt, be deemed to be a partner of the person carrying on such business, or be subject to his liabilities.

241. A person who has, by words spoken or written, or by his conduct, led another to believe that he is a partner in a particular firm is responsible to him as a partner in such firm.

242. Any one permitting himself to be represented as a partner is liable as such to third persons who, on the faith thereof, give credit to the partnership.

243. A person who is under the age of majority, according to the laws to which he is subject, may be admitted to the benefits of partnership, but cannot be made personally liable for any obligation of the firm; but the share of such minor in the property of the firm is liable for the obligations of the firm.



244. A person who has been admitted to the benefits of partnership under the age of majority, becomes, on attaining that age, liable for all obligations incurred by the partnership since he was so admitted, unless he gives public notice within a reasonable time of his repudiation of the partnership.

245. Every partner is liable for all debts and obligations incurred by or on behalf of the partnership.

246. Every partner is liable to make compensation to third persons in respect of loss or damage arising from the neglect or fraud of any partner in the management of the business of the firm.

247. Each partner who does any act necessary for or usually done in carrying on the business of such a partnership as that of which he is a member, binds his co-partners to the same extent as if he were their agent duly appointed for that purpose.

*Exception.*—If it has been agreed between the partners that any restriction shall be placed upon the power of any one of them, no act done in contravention of such agreement shall bind the firm with respect to persons having notice of such agreement.

#### Illustrations.

(a.) A. and B. trade in partnership—A. residing in England and B. in India. A. draws a bill of exchange in the name of the firm. B. has no notice of the bill, nor is he at all interested in the transaction. The firm is liable on the bill, provided the holder did not know of the fraud.

(b.) A., being one of a firm of solicitors and attorneys, draws a bill of exchange in the name of the firm without authority. The other partners are not liable on the bills.

(c.) A. and B. carry on business in partnership as bankers: a sum of money is received by A. on behalf of the firm. A. does not inform B. of such payment, and afterwards A. appropriates the money to his own use. The partnership is liable to make good the money.

(d.) A., a partner, takes upon him to agree that his firm shall submit to an arbitration. His undertaking is void.

(e.) A. and B. are partners. A. with the intention of cheating B., goes to a shop and purchases articles such as might be used in the partnership business, which he converts to his own separate use, there being no collusion between him and the seller. The firm is liable for the price of the goods.

248. Where partners have by agreement regulated and defined as between themselves their rights and obligations; such agreement can be annulled or altered only by consent of all of them, which consent must either be expressed or be implied from a uniform course of dealing.

#### Illustration.

A., B. and C. intending to enter into partnership, execute written articles of agreement, by which it is stipulated that the net profits arising from the partnership business shall be equally divided between them. Afterwards they carry on the partnership business for many years, A. receiving one-half of the net profits, and the other half being divided equally between B. and C. without any remonstrance on their part. This course of dealing supersedes the provision in the articles as to the division of profits.

249. In the absence of any agreement to the contrary, the relations of the partners to each other are determined by the following rules:—

(1.) All partners are joint owners of all property originally brought into the partner-

ship stock, or bought with money belonging to the partnership, or acquired for purposes of the partnership business. All such property is called partnership property. The share of each partner in the partnership property is the value of his original contribution, increased or diminished by his share of profit or loss.

(2.) All partners are entitled to share equally in the profits of the partnership business, and must contribute equally towards the losses sustained by the partnership.

(3.) Each partner has a right to take part in the management of the partnership business.

(4.) Each partner is bound to attend diligently to the business of the partnership, and is not entitled to any remuneration for acting in such business.

(5.) All ordinary matters of partnership business may be done with the consent of the majority of the partners; but no change in the nature of the business of the partnership can be made, except with the consent of all the partners.

(6.) No person can introduce a new partner into a firm without the consent of all the partners.

(7.) If from any cause whatsoever, any member of a partnership ceases to be so, the partnership is dissolved as between all the other members.

(8.) Unless the partnership has been entered into for a fixed term, any partner may retire from it at any time.

(9.) Where a partnership has been entered into for a fixed term, no partner can during such term retire, except with the consent of all the partners, nor can he be expelled by his partners for any cause whatever.

(10.) Partnerships, whether entered into for a fixed term or not, are dissolved by the death of any partner.

250. At the suit of a partner the court may dissolve the partnership in the following cases:—

(1.) When a partner becomes of unsound mind.

(2.) When a partner other than the person suing has been adjudicated an insolvent under any law relating to insolvent debtors.

(3.) When a partner other than the person suing has done any act by which the whole interest of such partner is legally transferred to a third person.

(4.) When any partner becomes incapable of performing his part of the partnership contract.

(5.) When a partner other than the person suing is guilty of gross misconduct in the affairs of the partnership or towards his partners.

(6.) When the business can only be carried on at a loss.

Dissolution of partnership by prohibition of business.

251. A partnership is in all cases dissolved by its business being prohibited by law.

252. If a partnership entered into for a fixed term be continued after such term has expired, the rights and obligations of the partners will, in the absence of any agreement to the contrary, remain the same as they were at the expiration of the term, so far as such rights and obligations can be applied to a partnership dissolvable at the will of any partner.

253. Partners are bound to carry on the business of the partnership for the greatest common advantage, to be just and faithful to each other, and to render true accounts and full information of all things affecting the partnership to any partner or his legal representatives.

254. A partner must account to the firm for any benefit derived from a transaction affecting the partnership.

#### Illustrations.

(a.) A. and B. are partners for the sale of a mineral of a certain description. A. keeps a shop near a mine where this mineral is found, and buys it from the miners, giving them goods in which he deals in exchange. A. must account to B. for the profit which he obtains by selling his own goods as well as for that which he derives from the sale of the mineral.

(b.) A., B. and C. are partners in trade. C., without the knowledge of A. and B., obtains for his own sole benefit a lease of the house in which the partnership business is carried on. A. and B. are entitled to participate, if they please, in the benefit of the lease.

(c.) A., B. and C. carry on business together in partnership as merchants, trading between Bombay and London. D., a merchant in London, to whom they make their consignments, secretly allows C. a share of the commission which he receives upon such consignments, in consideration of C.'s using his influence to obtain the consignments for him. C. is liable to account to the firm for the money so received by him.

255. If a partner, without the knowledge and consent of the other partners, carries on any business competing or interfering with that of the firm, he must account to the firm for all profits made in such business, and must make compensation to the firm for any loss occasioned thereby.

256. Every person introduced as a partner into a pre-existing firm, is subject to all the obligations incurred by the firm before he was introduced.

257. A continuing guarantee given either to a firm or to a third person in respect of the transactions of a firm, is not revoked as to future transactions by any change in the firm to which, or in respect of the transactions of which, such guarantee was given.

258. The estate of a partner who has died is not liable in respect of any obligation incurred by the firm after his death.

259. Where there are joint debts due from the partnership, and also separate debts due from any partner, the partnership property must be applied in the first instance in

payment of the debts of the firm, and if there is any surplus, then the share of each partner must be paid to him or applied in payment of his separate debts. The separate property of any partner must be applied first in the payment of his separate debts, and the surplus (if any) in the payment of the debts of the firm.

260. After a dissolution of partnership the rights and obligations of the partners continue in all things necessary for winding up the business of the partnership.

261. Persons dealing with a firm will not be affected by a dissolution of which no public notice has been given, unless they had themselves notice of such dissolution.

262. In the absence of any agreement to the contrary, after the termination of a partnership, each partner or his representatives may apply to the Court to wind up the business of the firm, to provide for the payment of its debts, and to distribute the surplus according to the shares of the partners respectively.

263. Extraordinary partnerships, such as partnerships with limited liability, incorporated partnerships, and joint stock companies, shall be regulated by the law now in force in India relating thereto until further provision shall be made in that behalf.

#### FIRST SCHEDULE.

Number of Statute or Act.	TITLE OF ACT.	Extent of repeal.
Stat. 29 Car. 2, Cap. 3.	An Act for prevention of Frauds and Perjuries.	Sections 1, 2, 3, 4 and 17.
Stat. 11 & 12 Vic. Cap. 21.	To consolidate and amend the law relating to insolvent debtors in India.	Section 42.
Act XIII of 1840.	An Act for the amendment of the law regarding factors by extending to the territories of the East India Company, in cases governed by the English law, the provisions of the stat. 4 Geo. iv, c. 83, as altered and amended by the stat. 6 Geo. iv, c. 94.	The whole.
Act XIV of 1840.	An Act for rendering a written memorandum necessary to the validity of certain promises and engagements by extending to the territories of the East India Company, in cases governed by English law, the provisions of stat. 9 Geo. iv, cap. 14.	The whole, except Section 4.
Act V of 1866	To provide a summary procedure on Bills of exchange, and to amend in certain respects the commercial law of British India.	Section 10.
Act XV of 1866.	To amend the law of Partnership in India.	The whole.



## SECOND SCHEDULE.

Number of Statute or Act.	TITLE OF ACT.	Extent of saving.
Act XI of 1841.	Military Courts of Requests Act	Section 9.
Act XXI of 1848.	For avoiding wagers ...	The whole.
Act VI of 1849.	For securing Military and Naval pensions and superannuation allowances.	Section 3.
Act XIX of 1850.	Concerning the binding of apprentices.	Sections 8, 9, 10, 11, 12, 22.
Act XVIII of 1853.	For regulating the sale of spirituous liquors, &c., in cantonments.	So much as is not repealed.
Act XVIII of 1854.	An Act relating to Railways in India.	Sections 9, 10 & 11.
Stat. 17 & 18 Vic. Cap. 104.	The Merchant Shipping Act, 1854.	Section 544.
Act I of 1859	For the amendment of the law relating to Merchant Seamen.	So much as relates to agreements with Seamen.
Act XIII of 1859.	To provide for the punishment of breaches of contract by artificers, workmen and labourers in certain cases.	The whole.
Act XV of 1863.	To amend Act I of 1859 ...	Section 3.
Act III of 1865.	The Carriers' Act, 1865 ...	The whole.
Act XIV of 1866.	The Indian Post Office Act, 1866	Section 65.
Act VIII of 1867.	To amend the law relating to Horse-racing in India.	The whole.

## STATEMENT OF OBJECTS AND REASONS.

The Bill now submitted to the Council of the Governor General for making Laws and Regulations embodies the draft Law of Contract prepared under the superintendence of the Indian Law Commissioners. A series of sections having reference to one particular subject has been omitted for reasons which will be afterwards assigned; but with this exception no change has been made in the draft of the Commissioners other than the correction of some minor errors, of which a few appear to be either clerical or typographical.

"The Indian Contract Law"—which is the designation proposed for the measure—constitutes the second chapter transmitted to India of the intended Code of Substantive Civil Law. If it becomes law, it will differ in one important particular from the chapter which has already received legislative sanction. The "Indian Succession Act," so far at least as regards Intestate Succession, was never intended to include Hindoos and Mahometans, and the Indian Legislature further exempted Buddhists from its operation. But the Commissioners recommend, and the present Bill proposes, that the new Indian Contract Law shall be of universal application in India.

The recommendation of the Commissioners appears to be justified, not only by the abstract consideration that Contract is the branch of Law on which men of all times and races have come most nearly to identical conclusions, but also by the actual condition of the Law of Contract in India. The state of that Law is thus described in general terms by the Commissioners:—

"Within the limits of the Presidency Towns, the decision of suits of the nature is practically governed by the Law of England, and everywhere else the Judge is to a great extent without the guidance of any positive Law beyond the rule that his decision shall be such as he deems to be in accordance with 'justice, equity, and good conscience.'"

This description needs only to be qualified by the remark that the decisions assumed to be dictated by 'justice, equity, and good conscience,' have of late years been much affected, as a fact, by the English Law of Contract as gathered from the ordinary text books in use among English practitioners.

The largeness of the sphere practically occupied in India by the English Law of Contract, is in truth the justification of the course which has been followed by the Commissioners. Their draft will be found to consist of the English Law of Contract, much simplified, and altered in some particulars so as to accommodate it to the circumstances of this country. As the sections relating to Sale do not apply to the sale of immoveable property, and as the law regarding negotiable instruments forms no part of the present measure, the amount of Native law which it will displace will be extremely minute.

The principal changes which it is proposed to introduce into the English Law of Contract, considered as the basis of the present measure, are thus indicated by the Commissioners:—

"We have not adopted in framing these rules the provisions of the English Statute of Frauds which require certain contracts to be in writing. Those provisions are not of unquestionable expediency even in England; and we think that they are not suited to the habits and present condition of the people of India.

"We have considered whether it would be expedient to render binding in law promises made without consideration. By the English law such promises are held to be binding only when expressed in writings under seal. We have not recognized any distinction between writings under seal and writings not under seal; but we think that, in order to give validity to promises made without consideration, it ought to appear that they were made with due deliberation. In order to attain this object, we propose that such promises shall be binding only when they are given in writing, and are registered with the permission of the promisor, according to the provisions of the law for the time being in force for the registration of assurances.

"By the English law a promise by a creditor to give time for the payment of an existing debt, or the acceptance by him, in full satisfaction of his demand, of a smaller sum than that which is due to him, is not binding on him unless there has been some new consideration given for it, such as an undertaking to give an additional or different security, or to pay the debt in a manner or at a time more advantageous to the creditor than that originally agreed upon; or unless the creditor's engagement to take less than his due, or to give time, be contained in a composition deed or agreement entered into by the debtor with his creditors generally; but a slight variation of the terms of the contract will satisfy these conditions. We have provided, that a person who is entitled to claim performance of an engagement, may dispense with or remit such performance wholly or in part, or may accept instead of it any satisfaction which he thinks fit.

"With regard to goods sold by a person who has no right to sell them, the general rule of English law is that the owner of the goods retains the ownership notwithstanding his having lost the possession of them and their having been sold to a third person. But from this rule there is an exception in the case of goods sold in open market, an expression which, by the custom of London, applies to every shop within the city.

"It cannot be denied that the subject is difficult. We have to consider, on one hand, the hardship suffered by an innocent person who loses in this way his right to recover what was his undoubted property. But, on the other hand, still greater weight appears to us to be due to the hardship which a *bond fide* purchaser would suffer were he to be deprived of what he bought. The former is very often justly chargeable with remissness or negligence in the custody of the property. The conduct of the latter has been blameless. The balance of equitable consideration is therefore on the side of a rule favourable to the purchaser; and we think that sound policy with respect to the interests of commerce points to the same conclusion.

"We have, therefore, provided that the ownership of goods may be acquired by buying them from any person who is in possession of them, if the buyer acts in good faith, and under circumstances which are not such as to raise a reasonable presumption that the person in possession has no right to sell them.

"Similar provisions have been inserted—in accordance, we may observe, with the spirit of the Factors' Act—to meet the cases of those who have purchased goods or taken them by way of pledge from persons in possession of any documentary title to the goods, where the circumstances are not such as to raise a reasonable presumption that the person in possession of the document has no right to sell or to pledge the goods.

"It would seem that by the English law if a buyer, or any person claiming under him, is by reason of the invalidity of the seller's title deprived of the thing sold, he cannot claim compensation from the seller for loss thereby caused. We propose that in such cases the seller shall be responsible, unless a contrary intention appears by the agreement.

"In order to avoid the litigation which arises under the English law on the subject of the distinction between penalty and liquidated damages where the contract contains a stipulation that a specified sum shall be paid in case of its breach, we propose that the rule of law shall have no regard to that distinction, but simply require payment of the specified sum.

"In dealing with the Law of Suretyship, we have not thought it right to recognize a transaction so complicated, and tending so much to the unfair devolution of liability on the surety, as that by which a creditor who makes a composition with, or agrees to give time to, or not to sue the principal, may yet reserve his rights and remedies against the surety. By the rule which we propose, an agreement between the creditor and the principal, by which the creditor makes a composition with, or agrees to give time to the principal, or not to sue him, will discharge the surety; no exception being made in favour of the creditor in the case where he has endeavoured to reserve his rights and remedies against the surety. From a wish to

avoid subtleties, and the attaching of unforeseen consequences to men's actions, we have provided that where there are co-sureties, a release of one of them by the creditor shall not discharge the others, nor free that one from responsibility to them.

"Adopting a provision of the French and Italian Codes, we propose that the surety shall be discharged by any act or omission of the creditor, only in case the eventual remedy of the surety against the principal is thereby impaired. We also propose to enact that where upon the face of an agreement two persons are primarily liable to a third person, that liability shall not be effected so far as regards the third person by an arrangement between the two, that one of them shall be liable only upon the default of the other, even although such arrangement may have been known to the third person, unless he was a party to the arrangement. In this we adhere to the old and simple doctrine of the Common Law, rejecting the qualifications introduced by Courts of Equity.

"In our rules on the subject of Bailment we have discarded the complicated system of gradation which the English law applies to the amount of care which a bailee is to be expected to exercise, and the responsibility which is to attach to him; and we have framed our proposed law on the principle that in all cases of bailment the bailee is bound to take as much care of the goods bailed to him as a man of ordinary prudence would take of his own goods, and that more should not be required of him in any case.

"We have endeavoured to improve the law applicable to the case where the bailor's goods have, without the consent of the bailor, been mixed up with the goods of the bailee, so that they cannot be separated. The remedy which our rule provides is, that the bailor shall be entitled to receive compensation for the loss of his goods, which seems more expedient than the provision of the English law, that the whole shall go indiscriminately to the person whose goods have been mixed without his consent.

"We have provided that a continuing guarantee given by, to, or for a firm, shall not be rendered invalid by a change in the firm.

"In regulating the devolution of rights and liabilities, we propose, in accordance with the rule of English Courts of Equity and of the Indian Code of Civil Procedure, that joint liabilities and rights shall, after the death of one of the persons liable or entitled, go to his representative jointly with the survivor, and after the death of the survivor to the representatives of both jointly.

"We propose to lay it down that a person with whom a contract has been entered into in the character of agent, is not entitled to require the performance of it if he was in reality acting not as agent but on his own account.

"In defining the responsibility of a master for the misconduct of his servant, we have stopped a little short of the limits assigned to it by the English law. We think that the responsibility ought to cease as soon as the misconduct assumes the character of intentional wrongdoing.

"According to the English law, when there is any partnership property, the separate property of any partner must be employed first in the payment of his separate debts; and the surplus, if any, in the payment of the partnership debts; but when there is no partnership property the separate



property of any partner must be applied equally to the payment of all the partnership and separate debts for which such partner is liable. It thus depends upon the existence or non-existence of partnership property, no matter how small in amount, which of the two rules is to govern the division of the separate property of the partners. We have thought it right so to frame the law that the rule first stated, which is more equitable, shall prevail whether there is any partnership property or not. The principle on which we proceed is that of having regard to the views of the creditor in giving the credit. In contracts with a firm partnership property is primarily looked to; in dealings with a partner with which the firm has nothing to do, all that is looked to is his own sufficiency.

"Adopting a rule which is to be found in the German and the Italian Commercial Codes, we propose that every person introduced as a partner into a pre-existing firm shall be subject to all the obligations incurred by the firm before he was introduced.

"We have adopted, with such verbal alterations as were necessary to bring them into harmony with the language of our rules, the provisions of a law lately passed by the Indian Legislature, Act XV of 1866, for relieving those who participate in the profits of a partnership without being really partners, from becoming liable for the engagements of the firm."

It may be said of these proposed modifications of English Law, that while all, or nearly all of them, have commended themselves to the approval of enlightened lawyers, not a few are being gradually carried out in England without the aid of the legislature, through the direction given of late years to the current of judicial decision.

It has been stated that a certain number of sections contained in the Commissioners' draft, have been omitted from the present Bill. These sections, numbered from 51 to 59, will be found in the Appendix, together with the paragraph in the Commissioners' Report which describes their character. They relate to the Specific Performance of Contracts and to Injunctions against breach of Contract; and they would in effect necessitate the repeal of certain portions of the Code of Civil Procedure.

The existing Law of India on the subject of the Specific Performance of Contracts, is given by Section 192 of the Code of Civil Procedure. The law on the subject of Injunctions against breach of Contract, which to a very great extent discharge the office of decrees for Specific Performance, is contained in Section 93 of the Code. The language of both sections is so wide as to embrace contracts of every description.

It cannot be said that the latitude thus given to Specific Performance and analogous remedies is without precedent. It is not known that in Continental European countries there is any limit to the power of decreeing the Specific Performance of Contracts, except the discretion of the Court. But the Law of India on the subject is considerably wider than the Scottish Law, which, again, is wider than the Law of England. The Law of Specific Performance in England is, in fact, the narrowest in the world—less probably owing to deliberate intention than to the reluctance of Equity Judges to put freely in motion the once cumbrous and costly machinery of the Court of Chancery.

There is no doubt that, from an English point of view, the Indian Law of Specific Performance is too little restricted. But, on the other hand,

owing to difficulties of procedure, and especially to those arising out of the system of appeal, there are large numbers of contracts to which this class of remedies cannot be effectually applied, and it is believed accordingly that decrees for Specific Performance and Injunctions against breach of Contract are comparatively rare in India.

Under these circumstances, when the time for the first revision of the Code of Civil Procedure approached, a number of sections were prepared and (with amendments and additions) were inserted in a draft revised Code, having for their object to place the extraordinary civil remedies on what appeared to be a more satisfactory footing. On the one hand, the classes of contracts to which they were applicable were more strictly defined, and various provisions were inserted to prevent the remedies, themselves from operating with undue harshness against defendants. On the other hand, the procedure was so simplified as to make the remedies, thus altered and limited, of considerably easier application.

The sections in question, together with the draft of a revised Code of Procedure, were submitted by the Secretary of State to the Indian Law Commissioners. The Commissioners, in dissenting from them, expressed an opinion that no Law of Specific Performance of the kind proposed, however carefully guarded, would be safe from abuse in India.

The question thus raised by the Law Commissioners is doubtless one of much difficulty as well of great importance. It may be argued on the one hand that there is no country in which damages afford practically so imperfect a redress for breach of contract as they do in India, and none in which the prospect of having to pay damages operates so slightly to compel the performance of agreements. It may be contended on the other side that, under the circumstances of the country and people, all facilities for applying any unusual compulsion are peculiarly liable to be abused.

The sections omitted from the present Bill were doubtless framed by the Commissioners under the influence of the feeling just indicated. They in effect propose for India a Law of Specific Performance of Contract and of Injunction against meditated breach of contract, which would be narrower than that of England, which again is narrower, as has been stated, than that of any known community.

It is now proposed to omit these sections on two grounds. The first is that, in the opinion of the Member of Council charged with this Bill—an opinion which apparently coincides with that entertained by the framers of the Code of Civil Procedure—the proper place for defining the extraordinary, as well as the ordinary, civil remedies applicable in suits on contract is a Code of Procedure, not a Code of Substantive Law. Owing to the historical connection between law and procedure, there is often a close association in men's minds between the two, and sometimes there is practical difficulty in disentangling them. If, however, we could suppose that a Code of Substantive Civil Law and a Code of Civil Procedure were being framed simultaneously, and that the framer of the Codes had the power of placing the Law of Specific Performance in either Code, there cannot be much doubt that he would consider it as cognate to Procedure rather than to Substantive Law.

The second reason for omission is of a less technical character. It appears very desirable to leave the new Substantive Law of Contract to its operation

for some little time, before that question of remedies in cases of breach of contract, which has been so long and so hotly disputed in India, is brought forward anew for discussion. It may be reasonably suspected that much of the disinclination which has been felt to investing the plaintiff in suits on contract with more than a bare claim to pecuniary damages, has arisen from the feeling that the Civil Courts of the Mofussil, in the absence of definite and accessible rules for their guidance, have scarcely been in a position to determine with accuracy the proper legal relations of contracting parties, or to apply to contracts the proper tests of validity and invalidity. If, however, the Legislature adopts the present Bill, India will be in possession of a body of Contract-Law which leaves nothing to be desired in point of simplicity and comprehensiveness, in respect of the essential equity of its provisions, and in respect of the perspicuity with which those provisions are set forth. It is probable, and indeed certain, that the effect of the new law will be, after a while, to place all questions of contract, and of procedure in suits on contract, in a far clearer light. A distinct advantage will thus be gained by postponing the subject of Specific Performance and other cognate remedies until the Legislature again addresses itself to the revision of the Code of Civil Procedure—a revision which, after it had been proceeded with some way, has been deferred for the present under the instructions of Her Majesty's Government.

SIMLA,  
The 9th July 1867. }

H. S. MAINE.

#### APPENDIX.

"We propose that the extraordinary remedy of an order for Specific Performance should be restricted to the case of engagements for the creation or transfer of any interest in immoveable property, or for the delivery of any specific article of moveable property. We have not, however, thought it right to include in the former category agreements to cultivate land in a particular manner or to grow particular crops; and we have provided that Injunctions shall not be granted to restrain the breach of engagements relating to the cultivation of land or the growing of particular crops.

\* \* \* \*

"51. Specific Performance of a contract is the doing or the delivery of the thing contracted for, as the case may be, according to the terms of the contract.

"52. Where an engagement by contract has been made between any persons for the creation or transfer of any interest in immoveable property, or for the delivery of any specific article of moveable property, and the party who has entered into such engagement fails to perform it, the Court may, at the suit of any other party to the contract, order Specific Performance of the engagement, with or without compensation in respect of loss or damage caused by his default.

"*Explanation.*—An agreement to cultivate land in a particular manner, or to grow particular crops, does not create such an interest in immoveable property as is contemplated by this section.

#### *Illustrations.*

"(a.) A. agrees with B. to sell him a house for 1,000 Rupees. B. is entitled to a decree directing A. to convey the house to him, he paying the purchase money.

"(b.) A. agrees with B. to give him a bill of lading of a certain cargo. B. is entitled to have the bill of lading signed by A.

"(c.) A. agrees with B. to prepare and sow, and cultivate a field with indigo, and to deliver him the crop; when the crop is cut and ready for delivery B. is entitled to have the crop delivered to him in specie, but he is not entitled to a decree directing A. to prepare, or sow, or cultivate.

"(d.) A. agrees with B. that he will paint a picture for him, and the picture is painted. B. is entitled to have it delivered to him, but B. is not entitled to a decree ordering A. to paint or to complete the painting of the picture.

"(e.) A. agrees with B. to edit a periodical work for the remuneration of 1,000 Rupees per month. B. cannot enforce against A. the Specific Performance of this contract; and as the rights and obligations are mutual, A. cannot enforce against B. the Specific Performance of this contract.

"[N. B.—In this case either party can obtain compensation for the loss sustained by him by the failure of the other to perform his engagement.]

"(f.) A. agrees with B. to deliver to him 40 chests of indigo at 1,000 Rupees per chest. A. fails to perform his engagement. B. cannot obtain Specific Performance of the contract, but can obtain compensation for the loss sustained by him by reason of A.'s failure to complete the contract.

"(g.) A. agrees with B. to sell him a house for 10,000 Rupees, the price to be paid and possession given on the 1st of January 1865. A. fails to perform his engagement. B. brings his suit for Specific Performance, which is decided in his favour on the 1st January 1866. The decree ought, besides ordering Specific Performance, to award to B. compensation for any loss or damage which he has sustained by A.'s refusal.

"53. Where a party to a contract is unable to perform the whole of the engagement which he has entered into with another party, but the part which must be left unperformed bears only a small proportion to the whole in value, and admits of compensation in money, the Court may, at the suit of either party, direct the Specific Performance of so much of the engagement as can be performed, and award compensation in money for the deficiency. In such case neither party shall be entitled to compensation for loss or damage caused by the neglect or default of the other party to perform the engagement.

#### *Illustration.*

"A. agrees to sell B. a piece of land consisting of 100 biggahs. It turns out that 98 biggahs of the land belong to A. and the two remaining biggahs to a stranger, who refuses to part with them. A. may be directed at the suit of B. to convey to B. the 98 biggahs and to make compensation to him for not conveying the two remaining biggahs; or B. may be directed, at the suit of A., to pay to A. on receiving the conveyance and possession of the land, the stipulated purchase-money, less a sum awarded as compensation for the deficiency.

"54. Where a party to a contract is unable to perform the whole of the engagement which he has entered into with another party, and the part which must be left unperformed forms a considerable portion of the whole, the party in default is not entitled to obtain a decree for Specific Performance, but the Court may, at the suit of the other party, direct the party in default to perform specifically so much of the engagement as he can perform, provided that the party seeking Specific Performance relinquishes all claim to further performance, and all right to compensation, either for the deficiency or for the loss or damage sustained by him through the default of the other party.

#### *Illustrations.*

"(a.) A. agrees to sell to B. a piece of land consisting of 100 biggahs. It turns out that 50 biggahs of the land belong to A., and the other 50 biggahs to a stranger, who refuses to part with them. A. cannot obtain a decree against B. for the Specific Performance of the contract; but if B. is willing to pay the price agreed upon, and to take the 50 biggahs which belong to A., waiving all right to com-



pensation either for the deficiency or for loss sustained by him through A.'s neglect or default, B. is entitled to a decree directing A. to convey those 50 biggahs to him on payment of the purchase money.

"(b.) A. agrees to sell to B. an estate with a house and garden for 1,00,000 Rupees. It turns out that A. is unable to convey the garden. A. cannot obtain a decree against B. for the Specific Performance of the contract; but if B. is willing to pay the price agreed upon, and to take the estate and house without the garden, waiving all right to compensation either for the deficiency or for loss sustained by him through A.'s neglect or default, B. is entitled to a decree, directing A. to convey the house to him on payment of the purchase money.

"55. Except in cases coming under one or other of the two last preceding sections, it is not competent for the Court to direct the Specific Performance of a part of an engagement by contract.

"56. It shall be competent to the Court to award compensation in cases where Specific Performance is sued for, and the Court does not think fit to order it.

"57. In every case the Court shall have power to give compensation in money in lieu of the Specific Performance of the contract, where it shall appear to the Court that Specific Performance would inflict damage or injury on one party to the contract without any corresponding benefit to the party seeking Specific Performance.

"58. Where the Specific Performance of an engagement is ordered, and it appears to the Court that such Specific Performance ought to be made by a party by executing a conveyance, or by endorsing a negotiable instrument, and the party ordered to execute or endorse such conveyance or negotiable instrument shall neglect or refuse so to do, any party interested in having the same executed or endorsed, may prepare a conveyance or endorsement of the instrument in accordance with the terms of the decree, and tender the same to the Court for execution upon the proper stamp (if any is required by law), and the signature thereof by the judge, shall have the same effect as the execution or endorsement thereof by the party ordered to execute.

"59. Where a contract contains an engagement, express or implied, by one party, that he will abstain from doing any act, the Court may at the suit of another party issue an Injunction to restrain the breach of such engagement, provided such other party has not failed to perform his own engagement.

"Exception.—This section shall not apply to engagements relating to the cultivation of land or the growing particular crops.

#### Illustrations.

"(a.) A. agrees with B. that he will sing at B.'s theatre for a twelvemonth. B. cannot have an order directing A. to sing, but he is entitled to have an order restraining A. from singing at any other place of entertainment.

"(b.) B. agrees with A. that he will serve him faithfully for twelvemonths as a clerk. A. is not entitled to an order directing B. to serve, but he is entitled to an order restraining B. from serving a rival house, or doing any other act to the injury of A. in his business.

"(c.) A. agrees with B. that in consideration of a sum of money to be paid to him by B. on a day fixed, he will not set up a certain business within a specified distance. B. makes default in payment of the money. A. cannot be restrained from carrying on business within the specified distance."

WHITLEY STOKES,

Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

## HOME DEPARTMENT.

### NOTIFICATIONS.

*Simla, the 2nd August 1867.*

No. 2984.

APPOINTMENT.—Mr. G. Richardson to officiate as Assistant District Superintendent of Police in Oudh.

No. 2986.

LEAVE.—Privilege leave of absence for two months has been granted to Mr. B. Finch, Superintendent of Telegraphs, Rajpootana Division, under paragraph 16 of the Uncovenanted Absentee Rules.

During Mr. Finch's absence on privilege leave, Mr. Assistant Superintendent G. G. Charles will remain in charge of the Rajpootana Division.

No. 2988.

APPOINTMENT.—Dr. W. P. Kelly, Superintendent, Rangoon Central Jail, to officiate as Inspector General of Prisons, British Burmah, during the absence of Dr. Planck on privilege leave, or until further orders.

*The 5th August 1867.*

No. 3068.

Lieutenant F. W. Grant, District Superintendent of Police, Hyderabad Assigned Districts, assumed charge of the Police of the Mehkur District on the forenoon of the 5th ultimo.

No. 3070.

Lieutenant E. M. Woodcock, District Superintendent of Police, Seetapore, in Oudh, has obtained privilege leave of absence for two months.

Lieutenant Woodcock availed himself of the leave on the afternoon of the 13th ultimo, on which date he made over charge of his duties to Mr. H. Smith, Assistant District Superintendent of Police.

No. 3073.

Mr. C. F. Anderson, Officiating District Superintendent of Police, Mundlah, in the Central Provinces, has obtained two months' privilege leave of absence from the 1st September 1867, or from such date as he may avail himself of the same.

*The 9th August 1867.*

No. 3190.

Nanuck Chund, Tehseeldar of Sehore, in the Jubbulpore District of the Central Provinces, is invested with the powers of a subordinate Magistrate of the 2nd Class, described in Section 22 of Act XXV. of 1861, to be exercised within the limits of his Tehseel.

No. 3192.

Mahomed Abdoollah, Tehseeldar of Lucknadow, in the Seonee District of the Central Provinces, is invested with the powers of a subordinate Magistrate of the 2nd Class, described in Section 22 of Act XXV. of 1861, to be exercised within the limits of his Tehseel.

## No. 3194.

Major De Symons Barrow, Officiating Inspector General of Police in Oudh, has obtained twenty-two days' leave of absence, from such date as he may avail himself of it, preparatory to applying for leave to England on medical certificate.

## No. 3196.

The Governor General in Council is pleased, at the recommendation of the Chamber of Commerce in Calcutta, to appoint Messrs. Seth A. Apear and A. G. Graham, to be Members of the Committee for considering the question of reforming the systems of weights and measures in use in British India.

## No. 3198.

Mr. J. Whitaker, M. D., M. R. C. S., is appointed Civil Surgeon of Tavoy in the Tenasserim Division of British Burmah, *vice* Dr. J. P. Cromarty, transferred to another appointment.

## No. 3200.

Mr. E. J. Jackson, Probationary Revenue Assistant Surveyor, 2nd Division, Central Provinces, has obtained one month's leave of absence on medical certificate, with effect from the 4th ultimo.

## No. 3202.

The services of Assistant Surgeon L. D. Spencer, Civil Surgeon of Saugor, are placed at the disposal of the Foreign Department for appointment to the officiating medical charge of the Political Agency at Bhopal.

## No. 3206.

Narain Rao, Tehseeldar of Hingunghât, in the Wurdah District in the Central Provinces, is invested with the powers of a subordinate Magistrate of the 2nd Class, described in Chapter II., Section 22 of Act XXV. of 1861, to be exercised within the limits of the said Tehseelee.

## No. 3211.

Ramehunder Pandoorung, Naib Tehseeldar of Mehkur, in the Hyderabad Assigned Districts, is invested with the powers of a subordinate Magistrate of the 2nd Class, described in Section 22, Act XXV. of 1861, to be exercised within the limits of his Tehseel.

## No. 3213.

Mr. C. B. P. Gordon, Superintendent of Telegraphs, Sind Division, availed himself, on the 21st ultimo, of the three months' privilege leave granted to him in Notification No. 2195, dated the 12th ultimo.

E. C. BAYLEY,

*Secy. to the Govt. of India.*

## FOREIGN DEPARTMENT.

## NOTIFICATIONS.

## Judicial.

*Simla, the 8th August 1867.*

No. 154.

The Governor General in Council is pleased to declare that the Notification No. 123, dated 26th June last, applying the Stamp Act No. XXVI. of 1867 to the Province of Mysore, is to have effect from the 1st instant.

## General.

*The 6th August 1867.*

No. 1327.

The Governor General in Council is pleased to sanction an exchange of appointments between Major F. Hayward, additional assistant to the Governor General's Agent in Central India, for Boundary Settlement, and Captain F. P. Luard, Officiating 2nd in Command, Meywar Bheel Corps, and 1st Assistant Political Agent in Meywar.

No. 1330.

The services of Captain C. H. Plowden, and Lieutenant W. Vertue, Assistant Commissioners in the Central Provinces, are placed at the disposal of the Home Department.

No. 1333.

APPOINTMENTS.—The appointments of Surgeon J. A. C. Hutchinson, M. D., in Notification No. 707, dated 10th April last, and of Assistant Surgeon L. D. Spencer in Notification No. 1265, dated 26th ultimo, to officiate successively in the medical charge of the Political Agency at Bhopal, included the charge of the Bhopal Battalion.

No. 1335.

LEAVE.—Privilege leave for fifteen days is granted to Lieutenant A. Murray, Officiating Assistant Commissioner of Fyzabad in Oudh.

*The 8th August 1867.*

No. 1341.

Lieutenant M. Furlong, Assistant District Superintendent of Police, British Burmah, to be an additional Assistant Commissioner, 3rd Grade, in that Province.

No. 1343.

LEAVE.—Leave of absence under medical certificate for six months is granted to Captain C. A. Baylay, Assistant Commissioner of Oomrowtee in the Hyderabad Assigned Districts, and lately appointed to officiate as Assistant Commissioner in the Punjab.

No. 1346.

LEAVE.—Preparatory leave to proceed to Bombay is granted to Major W. Cadell, Commissioner of the Hyderabad Assigned Districts, in view to his obtaining furlough to Europe.



*The 9th August 1867.*

No. 1356.

Mr. C. Chapman, Officiating Assistant Commissioner in Oudh, to be an Assistant Commissioner of the 3rd Grade, *vice* Mr. T. N. Wilson, deceased.

No. 1358.

LEAVE.—Privilege leave for one month is granted to Major F. E. A. Chamier, Deputy Commissioner of Barabunkee in Oudh.

No. 1360.

The following arrangements in the Oudh Commission are sanctioned by the Governor General in Council:—

Mr. W. C. Wood, Assistant Commissioner, 1st Grade, to officiate as Deputy Commissioner of Kheree, during the absence of Mr. H. J. Sparks, on privilege leave.

Mr. H. H. Butts, Assistant Settlement Officer, Lucknow District, to officiate as Settlement Officer of Kheree, during the absence of Major S. S. Boulderson, on privilege leave.

Mr. E. O. Bradford, Deputy Commissioner and Settlement Officer, Hurdai, to officiate as Commissioner of the Seetapore Division, during the absence of Major J. Reid, on leave.

Lieutenant G. G. Young, Assistant Settlement Officer, Hurdai, to act as Settlement Officer for Mr. Bradford.

W. MUIR,

*Foreign Secretary.*

## FINANCIAL DEPARTMENT.

### NOTIFICATIONS.

*Simla, the 6th August 1867.*

No. 1888.

Mr. W. E. Gordon assumed charge of the Office of 1st Assistant Accountant General, Bombay, on the afternoon of the 23rd ultimo.

*The 7th August 1867.*

No. 1914.

The period of the privilege leave granted to Mr. F. Lushington, Accountant General, Madras, in Financial Notification No. 1601 of the 24th ultimo, is two months and nineteen days.

*The 8th August 1867.*

No. 1945.

Lieutenant-Colonel J. A. Ballard, Officiating Mint Master and Head Commissioner of Paper Currency, Calcutta, is allowed leave, without pay, for one month, in continuation of the privilege leave and joining time granted to him in the Notification of this Department, No. 1594, dated the 23rd ultimo.

No. 1909.

*The 9th August 1867.*

Read the undermentioned papers:—

Notification No. 2294, issued from this Department on the 25th April 1867, publishing a General Order of the Military Department, No. 370 of the 4th idem, prescribing a scale of consolidated salaries for Medical Officers.

Letter from the Comptroller General of Accounts, No. 243, dated the 6th June 1867, suggesting, with reference to the above, "that the pay of Civil Assistant Surgeons should, during transfer from one appointment to another, be charged to the Civil Department."

Letter from the Deputy Accountant General, Bengal, No. 753, dated the 27th June 1867, enquiring whether, during the journey of a Medical Officer from one civil appointment to another, his allowances should be treated as a civil charge and be limited to the amount of the unattached pay of his rank, "or be regulated by the salary attached to the station in which he last served."

Endorsement from the Military Department, No. 322, dated the 12th ultimo, forwarding a copy of correspondence regarding an enquiry whether the allowances of a Medical Officer in civil employ should be debited to the Civil or the Military Departments during his absence on leave, or while he is in transit from one civil appointment to another.

RESOLUTION.—The Governor General in Council observes that, under the orders of the 4th and 25th April 1867 mentioned above, the salaries of Military Medical Officers in medical charge of Civil Stations are consolidated, and is accordingly pleased to rule that, in common with Military and other Medical Officers in civil employ on consolidated salaries, they shall, during periods of transit from one civil appointment to another, which are to be limited by the civil rules for joining time, draw the salary of the lower paid appointments of the two, and that such salary as well as the allowances admissible to these Officers during absence on leave, shall be disbursed in and charged to the Civil Department.

ORDER.—Ordered that the foregoing Resolution be published in the *Gazette of India*, and communicated to the—

Home, Foreign, and Military Departments;  
Governments of Bengal, Madras, Bombay, the North-Western Provinces, and the Punjab;  
Chief Commissioners of Oudh, Central Provinces, and British Burmah;  
Comptroller General of Accounts;  
Accountants General, Bengal, Madras, Bombay, the North-Western Provinces, the Punjab, and British Burmah;  
Deputy Accountants General, Central Provinces, Hyderabad, and Mysore.

E. H. LUSHINGTON,

*Secy. to the Govt. of India.*

## MILITARY DEPARTMENT.

*Simla, the 5th August 1867.*

No. 776 of 1867.—The following paragraph of a Military letter from the Right Hon'ble the Secretary of State for India, No. 68, dated 7th March 1867, is published for general information:—

8. With reference to Public Works Despatch No. 9 of the 10th January 1866, I have to inform

you that Lieutenant F. P. Spragge, Royal Engineers, has been permitted to retire on the half pay of his rank from the 22nd November 1866.

*No. 777 of 1867.*—At the recommendation of His Excellency the Commander-in-Chief, and in consideration of his long and meritorious services, His Excellency the Governor General in Council is pleased to sanction the brevet pay of his rank being continued to the undermentioned Native Officer, with effect from the date of his transfer to the Invalid Pension Establishment:—  
Subadar-Major Mohun Sing, of the 10th Regiment, Native Infantry.

*No. 778 of 1867.*—The undermentioned Officers have reported their return from England:—

*Date of arrival  
at Bombay.*

Captain W. C. B. Ryan, of the  
Bengal Staff Corps, Wing  
Officer of the 41st (The  
Gwalior) Regiment, Native  
Infantry ... .. } 16th June 1867.

*Date of arrival  
at Fort William.*

Lieutenant F. Coddington, of  
the Bengal Staff Corps,  
Revenue Survey Department } 20th July 1867.

*No. 779 of 1867.*—The following promotions are made in the undermentioned Corps of the Native Army:—

Corps.	Rank and Names.	To what rank promoted.	From what date.	In whose room.
30th (Punjab) Regiment, Native Infantry	Jemadar Narain Sing ...	Subadar ...	1st May 1867	Heera Sing, invalided.
	Ditto Punjab Sing ...	Ditto ...	Ditto ...	Mahomed Buksh, invalided.
	Havildar Murdan Alli ...	Jemadar ...	Ditto ...	Peer Buksh, invalided.
	Ditto Mytab Beg ...	Ditto ...	Ditto ...	Narain Sing, promoted.
	Ditto Sahib Sing ...	Ditto ...	Ditto ...	Punjab Sing, promoted.
1st Goorkha Regiment, Light Infantry	Jemadar Dhunbeer Kuthait...	Subadar ...	20th Dec. 1866	Devee Sing, dismissed.
	Havildar Jokoo Moharrah ...	Jemadar ...	Ditto ...	Dhunbeer Kuthait, promoted.

*No. 780 of 1867.*—The undermentioned students of the Military Class attached to the Calcutta Medical College, having passed the prescribed examination, are admitted into the service as Native Doctors, with effect from the dates specified opposite their respective names, and placed at the disposal of the Inspector General of Hospitals, Indian Medical Service, Lower Provinces:—

Atwar Rohman ... .. 8th July 1867.  
Ahmed Bux (1st) ... .. 11th ditto.  
Abdool Kurreem ... .. 12th ditto.  
Sona Oollah Ahmed ... .. 16th ditto.

*No. 781 of 1867.*—The undermentioned Officer is permitted to proceed to Europe on leave of absence on sick certificate:—

2nd Captain Salusbury Tho- } For twenty  
mas Trevor, of the Royal } months, under  
Engineers, Garrison Engineer, } the new Regu-  
Fort William ... .. } lations.

*The 7th August 1867.*

*No. 782 of 1867.*—With reference to G. G. O. No. 733, dated 17th July 1867, the following

letter from the Right Hon'ble the Secretary of State for India, is published for general information:—

MILITARY.

INDIA OFFICE;

No. 173.

London, the 24th June 1867.

*To His Excellency the Right Hon'ble the Governor General of India in Council.*

SIR,—I have received and considered in Council the Military letter from your Government, dated 8th April 1867, No. 88, transmitting, for the decision of Her Majesty's Government, a communication from the General Prize Committee at Calcutta regarding the claims of Colonel Maxwell's column in the Doab, and Brigadier Smith's force at Gwalior, to share in the Prize Money taken by the Central India Field Force.

2. I concur in the opinion arrived at by the General Prize Committee in the case of the claim of Colonel Maxwell's column.

3. The property captured by the Central India Field Force at Jhansi, Calpee, and Gwalior, having been incorporated by the Royal Warrant into one General Fund, to be distributed to the Commander Officers and Men engaged in the operations, that portion of Colonel Maxwell's column, and that



portion only, which crossed the Jumna and took part in the reduction of Calpee, must be held to have established a right to share in the United Prize Fund.

4. For the same reasons I am of opinion that the brigade of General Smith, which was despatched from the Rajpootana Field Force under the command of Major-General Roberts to the assistance of Sir Hugh Rose, and not only co-operated with his division but took a very active part in the capture of Gwalior, must also be held to be entitled to share in the Central India Prize Money, which includes the property captured at Gwalior.

5. This decision has been communicated to the Lords Commissioners of Her Majesty's Treasury as required by the Royal Warrant authorizing the distribution of the Prize Money.

I have, &c.,

(Signed) STAFFORD H. NORTHCOTE.

With advertence to the above, all claimants who have not yet submitted their claims should send them in at once.

No. 783 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

PUNJAB FRONTIER FORCE.

1st Cavalry.

Captain A. Vivian, of the Bengal Staff Corps, 2nd in Command and Squadron Officer, 3rd Cavalry, to officiate as Commandant during the absence on leave on sick certificate of Captain C. S. Maclean.

No. 784 of 1867.—His Excellency the Governor General in Council is pleased to make the following transfer:—

PUNJAB FRONTIER FORCE.

5th Punjab Infantry.

Ensign A. Gaselee, of Her Majesty's 93rd Highlanders, 2nd Wing Subaltern, 2nd Infantry, is transferred in the same position to the 5th Punjab Infantry.

The 8th August 1867.

No. 785 of 1867.—Under instructions from the Right Hon'ble the Secretary of State for India, the admission of Lieutenant (now Captain) P. Roddy, v. c., of the Unattached List, to the Bengal Staff Corps, notified in G. G. O. No. 78 of the 21st January 1867, is hereby cancelled.

No. 786 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

PUNJAB FRONTIER FORCE.

No. 1 Horse Light Field Battery.

Lieutenant J. Charles, of the Royal Artillery, Officiating 2nd Subaltern, Peshawur Mountain Battery, to be Subaltern, *vice* Lieutenant Hutchinson, placed at the disposal of the Home Department.

No. 787 of 1867.—A new rate of working pay having been sanctioned for the artificers of the corps of Royal Engineers, the same rates will be made applicable to the European artificers of the several corps of Sappers and Miners in India, from the 1st August 1867.

2. From that date the designation and daily rates of working pay will be as follows:—

1st rate—	2 shillings, or 1 Rupee.
2nd „	1 shilling 6 pence, or 12 annas.
3rd „	1 „ 0 „ 8 „
4th „	0 „ 9 „ 6 „
5th „	0 „ 6 „ 4 „

3. As heretofore, the working day will be considered equal to eight hours. For shorter or longer periods, the proportion of working pay will be,—

For less than 2 hours' labor,	<i>nil</i> .
For 2 hours' labor,	$\frac{1}{4}$ day's working pay.
From 2 to 4 hours' labor,	$\frac{1}{2}$ day's „
From 4 to 6 hours' labor,	$\frac{3}{4}$ day's „
From 6 to 8 hours' labor,	a full day's „
For 10 hours' labor,	$1\frac{1}{4}$ days' working pay.
For 12 „	$1\frac{1}{2}$ days' „
For 14 „	$1\frac{3}{4}$ days' „
For 16 „	double working pay.

Working parties employed in water will be allowed at the rate of a day and a quarter's pay for one day's work.

4. The first rate is only to be given to those capable of producing work of a superior kind, and no man is to be placed in this class without a strict investigation into his qualifications by a Regimental Committee.

5. Serjeants, Corporals, and second Corporals may receive the first rate of working pay when employed in situations of trust, or in superintendence of works, without being brought before a Regimental Committee. On ceasing to occupy such positions, they will revert to the second rate of working pay, unless pronounced by a Regimental Committee fully qualified for the first rate as artificers.

6. Lance-Corporals and Sappers are never to be placed on the first rate, either as specially employed men of superior attainments, or as artificers, until they have been fully tested and found qualified for it by a Regimental Committee.

7. The second rate is the ordinary rate of working pay for all full Non-Commissioned Officers when not eligible for the first rate. It is also the ordinary rate for men of other ranks who are good artificers, and likewise for those possessing superior attainments who are not artificers and not actually employed as miners or laborers.

8. The lower rates of working pay are intended for miners and laborers—these classes, when so employed, are never to be placed on either the first or second rate of working pay. The fifth rate, as a rule, should be reserved for those mechanics or laborers who are habitual drunkards, or bad characters.

9. When full Non-Commissioned Officers, Lance-Corporals, or Sappers, are placed on the first rate as artificers, they continue on that rate at all times without reference to the nature of the employment, unless reduced for misconduct. This rule will also apply to all ranks of artificers on the second rate.

10. Non-Commissioned Officers and men of superior attainments, when specially employed as draftsmen, surveyors, telegraphists, photographers, &c., will, while so employed, be eligible for the first rate of working pay, but will revert to the second rate when the special employment ceases, should they, if Lance-Corporals or Sappers, then be employed as miners or laborers they will only be eligible for the third rate.
11. Although the third rate is to be the maximum rate of working pay for miners and laborers when so employed, this rule is not to be regarded as precluding such men from being mustered as artificers, and receiving the higher rates of working pay, if they acquire a competent practical knowledge of any of the trades required in the corps.
12. The classification of men for the working pay will rest with the Officer commanding the corps of Sappers and Miners at each Presidency, who, at such times as may be convenient, will convene a Regimental Committee of Officers, who, after taking the fullest evidence as to the capabilities, and inspecting the work of each individual brought before them, will record their opinion as to his eligibility or otherwise for advancement to the first rate of working pay. In all cases a portion of the work must, if possible, be executed in the presence of the Committee. The final decision and responsibility of placing such men on this scale, will rest entirely with the Officer commanding the corps.
13. General zeal and activity displayed by each individual whilst on work, will be considered as special elements of qualification for advancement to a higher rate of working pay.
14. A register should be kept of all Non-Commissioned Officers and men placed on the first rate of working pay at the head quarters of the corps, and also by the Controller of Military Accounts at the Presidency, to whom the names of all so graded will be forwarded by the Commanding Officer.
15. Non-Commissioned Officers and men at present receiving working pay at 1s. 6d. a-day, under the provisions of G. G. O. No. 1182, dated 10th August 1858, are to be advanced to the first rate of working pay now specified, without undergoing further examination: provided in all cases that they are employed on the same description of work as that upon which they were originally placed on Class A. If not so employed, they will be dealt with under the conditions specified in paragraph 7.
16. A sentence to forfeiture of working pay, or reduction to a lower rate, is not to affect the good conduct pay of men of the corps.
17. Sentences of forfeiture, or of reduction of rates of working pay, are only to be applied to such offences, excepting acts of drunkenness, as are committed by the men while employed on the works, and may constitute the whole or a part of the punishment.
18. Acts of drunkenness committed on or off the works, may be punished by reduction to a lower rate of working pay, added to any other punishment.
19. When the Commanding Officer deems it necessary, under existing orders, to inflict the punishment of reduction to the next lower rate of working pay, such reduction will not be for a greater or less period than two months, reckoning from the date of termination of any other punishment that may have been awarded at the same time; and if no other punishment be given, the two months will then reckon from the date on which the sentence was ordered. The entry in the Defaulters' Book of any crime or crimes committed while on the works, or of drunkenness off the works, during the two months, will prolong the reduction for a further period of two clear months from the date of the last entry, or the termination of punishment awarded.
20. When in very bad cases it may be necessary, as an example, to reduce men more than one rate at a time, the period on the lowest rate specified by the Commanding Officer, will be for two months (reckoning as mentioned in the preceding paragraph), and a like period will also be passed on each of the intermediate rates, until the men regain that from which they were reduced. The entry in the Defaulters' Book of any crime or crimes committed while on the works, or of drunkenness off the works, during the two months the men are on the lowest rate reduced to, will prolong the reduction to that rate for two clear months from the date of the last entry, or termination of punishment awarded; and in like manner, if the record of offences takes place after the men have been raised to one or more of the intermediate rates (but have not regained the particular rate from which they were reduced by the sentence), such record will prolong the probationary period on the intermediate rate then received, for two clear months from the date of the last entry, or termination of punishment awarded.
21. A conviction by Court Martial will not affect the rate of working pay, unless the crime be "Desertion," in which case the offender will, on first joining after his conviction, be placed on the lowest rate of working pay for two months, and likewise pass a period of two months on each of the intermediate rates, until he regains that which he held at the time of his desertion. Pending his attainment of that rate, he will be liable to the penalties consequent upon crimes committed on the works, or of drunkenness off the works, being recorded against him in the Defaulters' Book, as specified in paragraphs 19 and 20.
22. A register of the rate of working pay to which each man is entitled, is to be kept on the inside of the cover of his pocket ledger, and care is to be taken that every change in the rate of working pay is, with the date, to be correctly entered in the register by the Officer in charge of the company or detachment, who will verify each entry by his signature in the proper column. The entry of the first rate is invariably to be signed by the Officer commanding the corps.
23. The working pay of men of the corps will not appear in their ledger accounts, neither will it be liable to stoppage or deduction on account of company debts. The men may, however, make voluntary instalment payments from their working pay towards liquidating those debts.
24. This order is applicable to the three Presidencies, and is in supersession of all previous orders on the subject.

*The 9th August 1867.*

No. 788 of 1867.—The services of Lieutenant R. J. Wimberley, of the Bengal Staff Corps, District Superintendent of Police, Punjab, are placed at the disposal of the Government of Bengal.



No. 789 of 1867.—Lieutenant H. C. Fagan, of the Bengal Staff Corps, is allowed an extension of leave to the 25th June 1867—the date on which he reported his return to Bengal from sick leave to Europe.

No. 790 of 1867.—The following promotions are made in the undermentioned corps of the Native Army:—

Corps.	Rank and Names.	To what rank promoted.	From what date.	In whose room.
1st Goorkha Regiment, Light Infantry	Jemadar Gunga Ram Bhist ..	Subadar ...	7th May 1867	Mehinder Sing, deceased.
	Havildar Dhunnah Newar ...	Jemadar ...	Ditto ...	Gunga Ram Bhist, promoted.

No. 791 of 1867.—The undermentioned out-pensioner of the Royal Hospital at Chelsea, having been permitted to reside and draw his stipend in India, payment of pension is to be made and charged accordingly:—

	Rate of pension per diem.
Gunner Thomas Corbett, late of the 21st Brigade, Royal Artillery ...	Oneshilling (1s.), from the date on which he ceases to receive regimental pay or allowance.

No. 792 of 1867.—The undermentioned Officer is admitted to the Bengal Staff Corps, with effect from the date specified opposite to his name, subject to the confirmation of the Right Hon'ble the Secretary of State for India:—

Lieutenant Thomas Renny Cowie, of the General List, Infantry, Adjutant, 2nd Regiment of Native Infantry...	11th June 1867.
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No. 793 of 1867.—The services of Major G. B. Mainwaring, of the Bengal Staff Corps, are placed at the disposal of the Government of Bengal.

H. W. NORMAN, Col.,  
Secy. to the Govt. of India.

## MARINE DEPARTMENT.

### NOTIFICATION.

Simla, the 9th August 1867.

No. 5 of 1867.—The following Notice to Mariners, published by the Government of Bombay, is re-published for general information:—

Notice to Mariners.  
INDIA—WEST COAST.  
ALTERATION OF LIGHTS.  
Bombay Harbour.

Notice is hereby given that the following change

will take place in the Lights at the entrance to Bombay Harbour, on and after the 1st May 1868:—

The outer floating light vessel will exhibit a 20-second revolving red light, instead of a fixed red light as at present.

BOMBAY CASTLE, } (Sd.) W. F. MARRIOTT, Col.,  
The 24th July 1867. } Secretary to Govt.

H. W. NORMAN, Col.,  
Secy. to the Govt. of India.

## PUBLIC WORKS DEPARTMENT.

### NOTIFICATIONS.

#### Establishment.

Simla, the 3rd August 1867.

No. 207.

Mr. J. Bennett, Executive Engineer, 3rd Grade, has been transferred from the Straits Settlements to British Burmah.

No. 208.

Lieutenant G. L. B. Simmons, R. E., Assistant Engineer, 2nd Grade, is transferred from Oudh to Rajpootana.

The 5th August 1867.

No. 209.

Mr. F. R. Boyce, Assistant to the Chief Engineer and Assistant Secretary to the Government of Bengal in the Public Works Department, is appointed Controller of Public Works Accounts, 1st Class, and is posted to Bengal, *vice* Major W. S. Trevor, appointed Superintending Engineer.

No. 210.

Lieutenant-Colonel N. Smith, Controller, Public Works Accounts, Mysore, and officiating as Controller, Punjab, is transferred to the Central Provinces as his substantive appointment; but he will continue to officiate in the Punjab until further orders.

## No. 211.

Captain B. Prior, Officiating Controller, Public Works Accounts, Central Provinces, is brought permanently on the Establishment as Controller, Public Works Accounts, 3rd Class, 1st Grade, and is posted to British Burmah, *vice* Mr. Harding, transferred to Mysore. He will, however, continue to officiate in the Central Provinces, *vice* Lieutenant-Colonel N. Smith, or until further orders.

## No. 212.

Mr. J. H. Harding, Controller, Public Works Accounts, 3rd Class, 2nd Grade, British Burmah, is transferred to the same appointment at Mysore; but he will officiate in British Burmah until further orders.

The 6th August 1867.

## No. 213.

Mr. R. Tyndall, and Lieutenant W. M. Roberts, R. E., Executive Engineers, 4th Grade, Central Provinces, are promoted to the rank of Executive Engineer, 3rd Grade, with effect from the 1st March 1867, to fill vacancies.

The 7th August 1867.

## No. 214.

Mr. W. F. Male, a Civil Engineer, under covenant with the Secretary of State, is posted to the North-Western Provinces, and will be placed on the Establishment of the Public Works Department as an Assistant Engineer of the 3rd Grade, from the date he joins the division to which he may be appointed.

## No. 215.

Mr. T. Knight is appointed to the Public Works Department as an Assistant Engineer of the 2nd Grade, and posted to the North-Western Provinces.

C. H. DICKENS, Col., R. A.,  
Secy. to the Govt. of India.

## GAZETTE OF INDIA.

## NOTIFICATION.

The 26th April 1867.

The Viceroy and Members of the Government of India having left the Presidency for Simla, it is hereby notified that on and after the 4th May until further notice, the *Gazette of India* will be published at Simla on the morning of every Saturday.

All communications other than remittances intended for the *Gazette* should be addressed to the "Superintendent, *Gazette of India*, Simla."

Remittances should be sent to the Calcutta Office.

In answer to numerous enquiries, the Publisher of the *Gazette of India* notifies to private Subscribers that though no stamps are affixed to their copies, they are still liable to the cost of postage, as that cost, though not paid on each separate parcel, is still debited to the *Gazette* by the Post Office.

## SILVER BALANCE IN THE MINT.

Balance of Bullion under assay, or remaining to be assayed, on the morning of the 22nd July 1867 ... ..	5,05,760
22nd July 1867, tendered ... ..	.....

5,05,760

Certificates issued ... ..	1,79,556
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Balance ... ..	3,26,204
23rd July 1867, tendered ... ..	2,133

3,28,337

Certificates issued ... ..	2,09,503
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Balance ... ..	1,18,834
24th July 1867, tendered ... ..	1,042

1,19,876

Certificates issued ... ..	40,415
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Balance ... ..	79,461
25th July 1867, tendered ... ..	6,952

86,413

Certificates issued ... ..	.....
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Balance ... ..	86,413
26th July 1867, tendered ... ..	.....

86,413

Certificates issued ... ..	23,948
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Balance ... ..	62,465
27th July 1867, tendered ... ..	.....

62,465

Certificates issued ... ..	.....
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Balance ... ..	62,465
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Deduct difference in value between tender and certificates ... ..	12,618
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Balance of bullion under assay, or remaining to be assayed ... ..	49,847
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Note.—Value of silver remaining for coinage at end of week in the Mint ... ..	30,35,670
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Deduct value of silver appertaining to the Currency Department... ..	27,61,718
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Balance ... ..	2,73,952
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CALCUTTA MINT, } The 31st July 1867. }	J. A. BALLARD, Offg. Mint Master.
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## ADMINISTRATOR GENERAL'S OFFICE.

## NOTICE.

*Admitted Claims against the undermentioned Estates are payable on Tuesdays and Fridays as usual:—*

ESTATES.	Claims or Dividend.	Rates of Dividend per Rupee.	REMARKS.
* Aimers, S., late an assistant in the Bengal Credit Mobilier, Limited ...	Claims	In full.	
* Byrne, F. P., late an Accountant in the Controller's Office, Public Works Department, North-Western Provinces ...	Ditto	Ditto.	
* Bryson, M. A., Mrs., late a widow residing at Meerut ...	Ditto	Ditto.	
* Baker, T., late a clerk in the employ of the East Indian Railway Company at Kanoo Junction ...	Ditto	Ditto.	
* Granger, H., late of the Sappers and Miners, and Sergeant in the Department of Public Works ...	Ditto	Ditto.	
* Hawkey, J. P. P. T., Lieutenant-Colonel, late in the Bengal Army ...	Ditto	Ditto.	
Kennedy, J. E., Lieutenant, late in the 74th Regiment, Native Infantry ...	1st Dividend	at 6 annas 5½ pie.	
Kennedy, E. S., Lieutenant, late of the 64th Regiment, Native Infantry ...	Ditto	at 8 as. 3 pie.	
* Leslie, W. H., late an Assistant Surgeon in the Royal Artillery ...	Claims	In full.	
* Marshall, W. S., Sergeant, late in the Department of Public Works in Punjab ...	Ditto	Ditto.	
* Marshall, W., late a Barrister-at-Law of the High Court ...	Ditto	Ditto.	
Morrison, G., late in the employ of Messrs. Gilmore & Co., Agra ...	1st Dividend	at 11 as. 11 pie	
* Nimmo, A. N., late an Assistant Engineer in the Department of Public Works, Umballa ...	Claims	In full.	
* O'Shaughnessy, T., late an assistant in the Government Telegraph Department at Jeypore ...	Ditto	Ditto.	
Page, T. P., Veterinary Surgeon, late in the Bengal Establishment ...	1st Dividend	at 14 as. 10¾ pie.	
* Steer, Jane, Mrs., late a widow residing at Moteeharee ...	Claims	In full.	
* Sexton, P., late a Sergeant in the Department of Public Works ...	Ditto	Ditto.	
* Shebbeare, R. H., Major, late of the 60th Regiment, Native Infantry ...	Ditto	Ditto.	

*N. B.*—Persons interested in the surplus of the Estates marked,\* are requested to make immediate application to the Administrator General, forwarding documentary evidence of their claims.

Persons presenting receipts for payment, are requested at the same time to produce the Registry Certificates which have been granted to them from this Office.

CALCUTTA,  
5, STRAND,  
The 2nd August 1867. }

C. S. HOGG,  
*Administrator General.*

*STATEMENT of Government Promissory Notes, enfaced for payment of Interest in London, under  
on the 22nd*

PARTICULARS.	3½ per cent. Loan of 1853-54.	4 per cent. Loan of 1824-25.	4 per cent. Loan of 1828-29.	4 per cent. Loan of 1832-33.	4 per cent. Loan of 1835-36.	4 per cent. Loan of 1842-43.	4 per cent. Loan of 1854-55.	4 per cent. Loan Transfer of 1865.
Balance of 8th July 1867 ...	36,100	26,666	2,346	20,49,173	32,44,400	1,23,93,500	99,36,300	59,37,900
<i>Add—</i>								
Amount enfaced at Madras between 9th and 22nd July 1867 ...	...	...	...	...	...	...	...	...
Amount enfaced at Bombay between 9th and 22nd July 1867 ...	...	...	...	...	21,100	1,20,800	1,62,500	13,200
Amount enfaced at Calcutta between 9th and 22nd July 1867 ...	...	...	...	...	1,500	2,500	22,000	...
<b>TOTAL ...</b>	<b>36,100</b>	<b>26,666</b>	<b>2,346</b>	<b>20,49,173</b>	<b>32,67,000</b>	<b>1,25,16,800</b>	<b>1,01,20,800</b>	<b>59,51,100</b>
<i>Deduct—</i>								
Amount written off in the London Registers ...	...	...	...	...	50,500	1,90,600	3,08,600	71,500
Balance on 22nd July 1867 ...	36,100	26,666	2,346	20,49,173	32,16,500	1,23,26,200	98,12,200	58,79,600

NOTE.—From 23rd May to 8th June enfaced from India  
 „ 9th June „ 22nd „ „ „ „  
 „ 23rd „ „ 8th July „ „ „ „  
 „ 9th July „ 22nd „ „ „ „

PUBLIC DEBT OFFICE;  
 BANK OF BENGAL,  
 The 30th July 1867.

Balance against India

### CURRENCY NOTES.

*Extract from Financial Department Notification  
 No. 1004A., dated Simla, 30th July 1866.*

Para. 9.—“The person making the statement respecting a lost or destroyed Note, or portion of Note, will be required to advertise its loss (free of charge) *thrice* at least in the *Official Gazette* of the Presidency or place where or within which the Note is payable, and *once* in the *Gazette of India*.”

#### Lost.

Halves of the following Currency Notes—intimation of loss given to the Currency Office, Calcutta:—

No. A22—15106, for Rs. 10.  
 „ „ 15108, „ 10.  
 „ „ 15301, „ 10.  
 „ „ 15392, „ 10.

E. RABAN.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A19—86625, for Rs. 10.

CHUNDER COOMAR MOOKERJEE,  
 for RAMLOL ROY.

In transit by Post, half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A35—46171, dated 16th May 1865, for Rs. 50.

BAKER & CATLIFF.

In the vicinity of Burra Bazar on the afternoon of the 29th July 1867, a Government Currency Note No. A28—83179, for Rs. 1,000. Payment stopped.

WILLIAM MORAN & Co.,  
 3, Church Lane.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A11—12706, for Rs. 50.

MODUN MOHUN ROY,  
 for MOULVIE GOLAM MOULAH.

In transit between Jhansie and Umritsur, halves of the following Currency Notes:—

No. A26—38928, for Rs. 20.  
 „ „ 38929, „ 20.  
 „ „ 38930, „ 20.  
 „ „ 38931, „ 20.  
 „ „ 28932, „ 20.

JAMASJEE & Co.



*deduction of amount re-transferred to India, and outstanding in the Books of the Bank of Bengal July 1867.*

4½ per cent. Loan of 1856-57.	5 per cent. P. W. Loan of 1854-55.	5 per cent. Loan of 1856-57.	5½ per cent. Loan of 1859-60.	5 per cent. Debenture Loan of 1866-67, redeemable on 4th Jan- uary 1869.	5 per cent. Debenture Loan of 1866-67, redeemable on 3rd Jan- uary 1870.	5 per cent. Debenture Loan of 1867, redeemable on 1st June 1872.	5 per cent. Debenture Loan of 1867, redeemable on 1st June 1877.	5 per cent. Debenture Loan of 1867, redeemable on 1st June 1882.	TOTAL.
16,500	45,55,500	5,49,40,300	3,45,02,200	50,000	5,02,000	10,60,000	18,66,000	27,59,000	13,38,77,885
...	4,000	14,500	70,000	...	...	...	...	...	88,500
...	14,000	2,72,000	3,24,000	...	1,77,000	...	...	...	11,04,600
...	13,000	1,27,400	1,47,800	...	...	...	15,000	5,000	3,34,200
16,500	45,86,500	5,53,54,200	3,50,44,000	50,000	6,79,000	10,60,000	18,81,000	27,64,000	13,54,05,185
...	700	2,01,400	5,06,800	...	...	...	...	5,000	13,35,100
16,500	45,85,800	5,51,52,800	3,45,37,200	50,000	6,79,000	10,60,000	18,81,000	27,59,000	13,40,70,085

27 lacs, re-transferred from London 18 lacs.

10 " " " 1 "

19 " " " 3 "

15 " " " 13 "

71 lacs 35 lacs.

35 "

36 lacs.

GEO. DICKSON,

*Secretary and Treasurer.*

The following halves of Government Currency Notes—intimation of loss given to the Currency Office, Calcutta:—

No. A15—18725, for Rs. 500.

„ A30—62560, „ 100.

RUJONEY COOMER SETT,  
*for GOOROO DYAL GHOSE.*

Second half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A23—74919, for Rs. 50.

GUNGAPERSAUD & Co.

First half of the following Currency Note—intimation of the loss given to the Currency Office, Allahabad:—

No. A12—01160, for Rs. 50.

WATSON, GREEN, & HART.

In transit by Post, first half of Government Currency Note No. 16400, for Rs. 10, Allahabad Circle—intimation of loss given to Currency Office.

H. E. Fox,  
*Civil Surgeon.*

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A19—66543, for Rs. 10.

RAMSURROOP SOORJOPERSAUD.

Second half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A30—72537, for Rs. 100.

J. T. FERGUSON,  
*Asstt. Engineer.*

In transit by Post, between Ajmere and Ahmednuggur, Allahabad Currency Note No. A26—09292.

C. E. LESLIE,  
*Inspector of Police.*

First halves of the following Currency Notes—intimation of loss given to the Currency Offices, Calcutta, Allahabad, and Lahore:—

No. A19—59759, Calcutta, for Rs. 10.

„ A18—72282, Lahore, „ 10.

„ A18—65706, Lahore, „ 10.

„ A18—11727, Allahabad, „ 10.

K. C. BYRNE.

Second half of the following Currency Note—  
intimation of loss given to the Currency Office,  
Allahabad:—

No. A12—02348, for Rs. 50.

A. ANDERSON,  
*Sub-Deputy Opium Agent,*  
*Fyzabad.*

#### Lost or Stolen

In transit, halves of the following Currency  
Notes—intimation of loss has been given to the  
Currency Office, Calcutta:—

No. A38—44131, for Rs. 100.

Nos. A19—05848, 96436, 74108, 33132, 78636,  
52327, 54253, 13837, 25242, 50655, for Rs. 10  
each.

BISSONAUTH LAW & Co.

#### Notice.

Application has been made to the Currency  
Office, Calcutta, for payment of a Currency Note  
wrongly joined as follows:—

No. A20—68916 } one Note for Rs. 10.  
" " 68915 }

WOOMA CHURN MOITRA.

Application has been made to the Currency  
Office, Calcutta, for payment of a Currency Note  
wrongly joined as follows:—

No. A9—57226 } one Note for Rs. 20.  
" " 57227 }

DOORGA GUTTY ROY.

#### PROMISSORY NOTES.

##### Destroyed by White Ants.

The following Government 4 per cent. Promis-  
sory Notes standing in the name of Lala Butook  
Dyal, Government Pleader, Civil Court, Benares:—

No. 46884 of 1854-55, for Rs. 2,500.  
" 10630 of 33201 of 1854-55, for Rs. 1,000.  
" 22380 of 1854-55, for Rs. 2,500.  
" 35080 of 1854-55, for Rs. 500.  
" 9411 of 42894 of 1854-55, for Rs. 1,500.  
" 25015 of 1842-43, for Rs. 5,000.

BUTOOK DYAL,  
*Government Pleader, Civil Court,*  
*Benares.*

#### ADVERTISEMENTS.

##### Notice.

The interest and responsibility of Baboo Ramgopal Ghose  
in our Firm ceased on the 30th April last.

CALCUTTA, }  
The 20th July 1867. } RAMGOPAL GHOSE & Co.

#### Luckimpore Tea Plantation Company, Limited.

Notice is hereby given that a General Meeting of the  
Shareholders of this Company will be held at the Registered  
Office of the Company, No. 2, Vansittart Row, Calcutta, on  
Tuesday, the thirteenth day of August, at 4 o'clock, for the  
purpose of receiving the Directors' Report, and passing the  
accounts for the past year, after which the Meeting will be  
made special for the purpose of amending the Articles of  
Association by providing,—

1st.—That Table A. of Act X. of 1866 shall consti-  
tute the regulations for the management of the  
Company, except as it may be varied by any  
Articles of Association already, or to be then or  
hereafter, made.

2nd.—That two Directors present at any Meeting shall  
form a quorum for the transaction of business.

3rd.—That a quorum of Shareholders shall be deemed  
to be present at any General or Special Meeting  
of Shareholders and able to transact any busi-  
ness: provided that notice of the intended Meet-  
ing and of its general purport shall have been  
given by advertisement in the *Gazette of India*,  
*Calcutta Gazette*, and two Newspapers publish-  
ed in Calcutta three times previously to one  
week from the holding of such Meeting: and  
provided that when the Company shall consist  
of ten registered Shareholders, three shall be  
actually present at such Meeting; and when it  
shall consist of more than ten, and not more  
than fifteen, four shall be actually present; and  
when it shall consist of more than fifteen, five  
shall be actually present.

4th.—That all resolutions passed at the several Meet-  
ings of Shareholders held respectively on the  
fifth day of June 1865, the twenty-first day of  
April 1866, and the twenty-sixth day of January  
1867, giving the Directors powers to make calls,  
borrow money, and increasing the capital, and  
all acts done by the Directors and others there-  
under be confirmed.

ROBERT AND CHARRIOL,  
*Secretaries, Luckimpore Tea Plantation*  
*Company, Limited.*

#### In the matter of the Indian Companies' Act, 1866, and the Ganges Steam Navigation Company, Limited.

Notice is hereby given that, by an Order of the High  
Court, dated the 1st July 1867, the undersigned were author-  
ized to carry out the sale to the India General Steam  
Navigation Company, Limited, of the remaining portion of  
the fleet of the Ganges Steam Navigation Company, Limited,  
for Rupees two lacs, payable as follows:—Rupees one lac and  
sixty thousand in shares of the said India General Steam  
Navigation Company, and Rupees forty thousand in Deben-  
tures of the same Company:

And notice is hereby also given that the undersigned will,  
on and after the first August 1867, be prepared to pay to the  
Creditors of the said Ganges Steam Navigation Company  
the claims admitted and proved to be due to them:

And notice is hereby further given that the undersigned  
will, on and after the first August 1867, be prepared to  
deliver to the Shareholders of the said Ganges Steam Navi-  
gation Company, in exchange for the scrip held by them,  
shares in the said India General Steam Navigation Company  
of the par value of Rupees one hundred and twenty-five for  
every Rupees five hundred of such scrip.

CALCUTTA, }  
17, STRAND, }  
The 29th July 1867. } GEO. R. RICKETTS,  
J. J. ROSS,  
*Official Liquidators, Ganges*  
*Steam Navigation Co., Limited.*

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ON THE

**CALCUTTA CYCLONE**

OF THE 5TH OCTOBER 1864.

BY

**LIEUT.-COL. J. E. GASTRELL**

AND

**F. H. BLANFORD, A. R. S. M.**WITH MAPS AND DIAGRAMS ILLUSTRATING THE ORIGIN  
AND PROGRESS OF THE STORM AND THE  
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1867.





# The Gazette of India

EXTRAORDINARY.

Published by Authority.

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SIMLA, MONDAY, AUGUST 12, 1867.

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No. 3277.

HOME DEPARTMENT.

Public.

NOTIFICATION.

*The 10th August 1867.*

THE following letter from G. W. West, Esq., Her Majesty's Consul at Suez, dated the 11th of July, is published for general information:—

SUEZ,

*The 11th July 1867.*

*To His Excellency the Right Hon'ble* SIR JOHN LAWRENCE, BART., G. C. B., G. C. S. I.,  
*Viceroy and Governor General of India.*

EXCELLENCY,

I AM instructed by Her Britannic Majesty's Agent and Consul-General in Egypt to inform your Excellency that all vessels arriving at Suez unprovided with Bills of Health from ports at which they may touch, will be subjected to quarantine, but passengers and mails may pass through, by quarantine trains, to Alexandria.

I have, &c.,

(Signed) G. W. WEST,  
*Consul.*

E. C. BAYLEY,  
*Secretary to the Government of India.*



# The Gazette of India.

Published by Authority.

SIMLA, SATURDAY, AUGUST 17, 1867.

## HOME DEPARTMENT.

### LEGISLATIVE.

The following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 1st August 1867, and is hereby promulgated for general information:—

#### ACT No. XXXIV OF 1867.

*An Act to repeal Act No. XIX of 1866 in the places to which the Madras Salt Excise Act, 1867, may be made applicable.*

WHEREAS it was enacted by Section 1 of Act No. XIX of 1866 (to enhance the price of Salt manufactured and sold under the orders of the Governor of the Presidency of Fort Saint George in Council),  
Preamble.  
that Section 43 of Act No. VI of 1844 should be repealed, and that, in lieu thereof, the following section should be substituted (that is to say):—

“XLIII. The price to be paid to the Government of the Presidency of Fort Saint George, for salt manufactured and sold under the orders of the Governor of the Presidency in Council, for consumption within the territories subordinate to the same Presidency, shall, from and after the passing of this Act, be one Rupee and eleven annas for every three thousand two hundred tolas weight of salt.”

And whereas, with the previous sanction of the Governor General of India, a Bill to be called the Madras Salt Excise Act, 1867, has been introduced into the Council of the Governor of Fort Saint George for the purpose of making Laws and Regulations, to enable the Local Government to levy a duty, by way of Excise, on salt manufactured in the districts to which such Act may be made applicable, and there to fix the Salt Excise and Import Duties, and the selling price of salt imported by the Government, at such rates as the Governor of Fort Saint George in Council, with the sanction of the Governor General of India in Council, may, from time to time, determine: And whereas, in order to give effect to the proposed enactment, it is necessary to render the said Act No. XIX of 1866, and the section substituted thereby for the original

Section 43 of Act No. VI of 1844, inoperative in those districts to which the said Madras Salt Excise Act, 1867, may be made applicable; It is hereby enacted as follows:—

1. In all districts, or parts of districts, of the Madras Presidency to which the said Madras Salt Excise Act of 1867 may be made applicable, Act No. XIX of 1866 of the Governor General of India in Council and the said section thereby substituted for the original Section 43 of Act No. VI of 1844, shall be held to be repealed and of no effect.

WHITLEY STOKES,

*Asstt. Secy. to the Govt. of India,  
Home Dept. (Legislative).*

The following Bill was introduced into the Council of the Governor General of India for the purpose of making Laws and Regulations on the 31st July 1867, and was referred to a Select Committee with instructions to make their report thereon in six weeks:—

#### No. 20 OF 1867.

*A Bill to enable appeals to be transferred from the Court of the Financial Commissioner of Oudh to the Court of the Judicial Commissioner of that Province, and for other purposes.*

WHEREAS it is expedient to enable appeals to be transferred from time to time from the Court of the Financial Commissioner of Oudh to the Court of the Judicial Commissioner of that Province; and whereas it is also expedient to provide for the decision of certain questions arising before either of such Commissioners by a Court composed of both of them; It is hereby enacted as follows:—

#### I.—Transfer of cases by Financial Commissioner.

1. Whenever the state of business in the Court of the Financial Commissioner of Oudh is such that he cannot dispose of the same with reasonable despatch, he may cause a list of the appeals, whether regular or special, which he may wish to transfer for decision to the Court of the Judicial Commissioner of Oudh, to be prepared and sent to the Chief Commissioner



of Oudh, and such Chief Commissioner may, if he think fit, order all or any of such appeals to be transferred accordingly.

2. In all appeals so transferred, the said Judicial Commissioner shall proceed as if they had been originally presented in his Court; and his orders thereon shall have the same effect to all intents and purposes as if they had been made by the said Financial Commissioner.

## II.—Appeals before Financial and Judicial Commissioners.

### Reference to High Court.

3. Whenever any appeal, whether regular or special, shall come before the said Financial Commissioner or the said Judicial Commissioner, if the Commissioner before whom such appeal shall have come shall think it desirable to obtain the opinion of the other Commissioner on any question of fact or of law arising on such appeal, he may record a memorandum to that effect, and on receipt of a copy of such memorandum, the other Commissioner shall be bound to sit, as soon as may be practicable, with the Commissioner recording the memorandum, in the Court of such Commissioner, and to assist in disposing of the said question, subject to the provisions hereinafter contained.

4. In case there shall be a difference of opinion between the two Commissioners, the following course shall be pursued (that is to say):—

(1.)—If the difference of opinion shall be on any question of fact in the finding of the Lower Court, the finding shall be upheld;

(2.)—If the difference of opinion shall be on a point of law or of usage having the force of law, the ruling of the Lower Court shall, in such case also, be upheld, unless one of the Commissioners shall be of opinion that the point should be referred to the High Court of Judicature of the North-Western Provinces of the Presidency of Bengal, in which case the Commissioners shall state the point as to which they differ, and forward the statement with their respective opinions thereon to such High Court.

5. The Commissioners may proceed in the case notwithstanding such reference, and may pass a decree contingent on the opinion of the High Court on the point referred; but no execution shall be issued in any case in which a reference shall have been made until the receipt of the order of the High Court.

6. Cases referred under this Act for the opinion of the High Court, shall be heard by three Judges of that Court, and shall be determined according to the opinion of the majority of such Judges.

7. The parties to such cases may appear, plead and act in the said High Court in person or by an Advocate or Vakíl of such High Court; and the High Court, when it

shall have heard and considered the case, shall transmit a copy of its opinion, under the seal of the Court and the signature of the proper officer, to the Commissioners making the reference.

8. Costs, if any, consequent on such reference, shall be costs in the suit.

## III.—Points arising in Criminal Cases.

Provision for decision of points arising in criminal cases before Judicial Commissioner.

9. When any appeal shall have been presented to the said Judicial Commissioner under the Code of Criminal Procedure;

or when any sentence of death shall have been referred to him for confirmation;

if he shall think it desirable to obtain the opinion of the said Financial Commissioner on any question of fact or of law arising on such appeal, or on such reference,

the provisions contained in Sections 3, 4, 5, 6, and 7 of this Act shall, *mutatis mutandis*, apply:

Provided that if there be a difference of opinion on any question of fact, the case may, but if the difference involve the confirmation, commutation or reversal of a sentence of death or of transportation or of imprisonment, the case shall, be referred in manner aforesaid to the said High Court.

## STATEMENT OF OBJECTS AND REASONS.

The Court of the Financial Commissioner of Oudh is, under Act XVI of 1865, the final Court of Appeal in all suits involving any right in land in Oudh. In consequence of the progress of the Settlement of the Land Revenue, the Financial Commissioner is frequently overwhelmed with appellate business, much of which might, without any objection, be disposed of by the Judicial Commissioner, whose work is usually far less heavy. This would often greatly facilitate the despatch of business, and would give important relief to suitors. The Bill therefore proposes to give the means of transferring appeals for final decision from the Court of the Financial Commissioner to the Court of the Judicial Commissioner.

It is also proposed to give to the Financial and Judicial Commissioners the power of sitting together for the hearing of revenue, civil and criminal cases of special difficulty and importance. If there should be a difference of opinion between the Judges, the Bill provides that a reference may be made to the High Court of the North-Western Provinces. In this respect it is proposed to follow a course similar to that prescribed by Act IV of 1866 (the Panjáb Chief Court Act), for cases in which there is a difference of opinion between two of the Judges of the Chief Court of the Panjáb.

SIMLA,  
The 23rd July 1867.

J. STRACHEY.

WHITLEY STOKES,

Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

The following Bill was introduced into the Council of the Governor General of India for the purpose of making Laws and Regulations on the 31st July 1867, and was referred to a Select Committee with instructions to make their report thereon in six weeks:—

No. 21 OF 1867.

*A Bill to define the rights of Talukdars and others in certain estates in Oudh, and to regulate the succession thereto.*

WHEREAS, after the re-occupation of Oudh by the British Government in the year 1858, the proprietary right in divers estates in that Province was, under certain conditions, conferred by the British Government upon certain Talukdars and others; and whereas doubts may arise as to the nature of the rights of the said Talukdars and others in such estates, and as to the course of succession thereto; and whereas it is expedient to prevent such doubts, and to regulate such course and to provide for such other matters connected therewith as are hereinafter mentioned; It is hereby enacted as follows:—

I.—Preliminary.

1. This Act may be cited as "The Oudh Estates Act, 1867," and shall extend only to the estates hereinafter referred to.
2. In this Act, unless there be something repugnant in the subject or context,—
  - "Immoveable property" includes land, benefits to arise out of land, and things attached to the earth, or permanently fastened to anything which is attached to the earth;
  - "Transfer" means an alienation *inter vivos*;
  - "Will" means the legal declaration of the intentions of the testator with respect to his property affected by this Act, which he desires to be carried into effect after his death;
  - "Codicil" means an instrument made in relation to a Will, and explaining, altering, or adding to its dispositions: It is considered as forming an additional part of the Will;
  - "Signed" applies to the affixing of a mark;
  - "Registered" means registered according to the provisions of the law relating to the registration of assurances for the time being in force in Oudh;
  - "Minor" means any person who shall not have completed the age of eighteen years, and "minority" means the status of such person;
  - "Talukdar" means any person who has acquired the proprietary right in an estate in the manner mentioned in Section 4, or who is referred to in Section 5, and whose name is entered in the first of the lists mentioned in Section 7;
  - "Grantee" means any person, other than a Talukdar, upon whom the proprietary right in an estate has been conferred by a special grant of the British

Government, as a reward for faithful and loyal service, and whose name is entered in the fifth or sixth of the lists mentioned in Section 7;

"Estate" means the taluka or land acquired or held by a Talukdar in the manner mentioned in Section 4, or Section 5, or the land conferred by a special grant of the British Government upon a Grantee;

"Heir" means a person who inherits property otherwise than as a widow, under the special provisions of this Act; and "legatee" means a person to whom property is bequeathed under the same provisions;

"Month" means a month reckoned according to the British Calendar;

"Section" means a section of this Act;

Words importing the singular number include the plural, words importing the plural number include the singular, words importing the male sex include females; words expressing relationship denote only legitimate relatives, but apply to children in the womb who are afterwards born alive: words expressing collateral relationship apply alike to relatives of the full and half blood.

Words expressing relationship.

3. Nothing in this Act shall affect the provisions of Act XVI of 1865, (to remove doubts as to the jurisdiction of the Revenue Courts in Oudh in suits relating to land, and to enlarge the period of limitation in such suits) or of Act XIII of 1866, (to exempt certain suits in Oudh from the operation of the rules of limitation in force in that Province), or of Act XXVI of 1866, (to legalize the rules made by the Chief Commissioner of Oudh for the better determination of certain claims of subordinate proprietors in that Province).

II.—Rights of Talukdars.

4. Every Talukdar with whom a summary settlement of the Government revenue was made between the 1st day of April 1858 and the 10th day of October 1859, shall be deemed to have thereby acquired a permanent, heritable, and transferable right in the estate comprising the villages and lands named in the list attached to the agreement or kabuliyat executed by such Talukdar when such settlement was made, subject to all the conditions affecting him contained in the orders passed by the Governor General of India on the 10th and 19th days of October 1859, and re-published in the first schedule annexed to this Act, and subject also to all the conditions contained in the form of sanad ordered by the Governor General of India on the 19th day of October 1859 to be adopted for grants to Talukdars in Oudh, and re-published in the same schedule.

5. Every person whose lands were specially exempted from confiscation by the Proclamation issued in Oudh in the month of March 1858 by order of the Governor General of India, and whose names are contained in the second schedule annexed to this Act, shall be deemed to possess in the lands which such person

Rights of persons named in second schedule.



held as proprietor on the 13th day of February 1856, the same right and title which he would have possessed therein if he had acquired the same in the manner mentioned in Section 4; and he shall be deemed to hold the same, subject to all the conditions affecting Talukdárs which are referred to in the said section, and to be a Talukdár for all the purposes of this Act.

6. In all cases in which an estate has been conferred by the British Government upon a Grantee, all subordinate rights in such estate shall be deemed to have been maintained in the same manner as if such estate had been acquired by a Talukdár in the manner mentioned in Section 4.

### III.—Lists of Talukdárs and Grantees.

7. Within six months after the passing of this Act, the Chief Commissioner of Oudh, subject to such instructions as he may receive from the Governor General of India in Council, shall cause to be prepared six lists namely:—

*First.*—A list of all persons who are to be considered Talukdárs within the meaning of this Act;

*Second.*—A list of the Talukdárs whose estates, according to the custom of the family, on an before the 13th day of February 1856, devolved upon a single heir;

*Third.*—A list of the Talukdárs, not included in the second of such lists, to whom sanads or grants have been given or made by the British Government, declaring that the succession to the estates comprised in such sanad or grants, shall thereafter be regulated by the rule of primogeniture;

*Fourth.*—A list of the Talukdárs to whom the provisions of Section 22 are applicable;

*Fifth.*—A list of the Grantees to whom sanads or grants have been given or made by the British Government, declaring that the succession to the estates comprised on such sanads or grants shall thereafter be regulated by the rule of primogeniture;

*Sixth.*—A list of the Grantees to whom the provisions of Section 22 are applicable.

8. When the lists mentioned in the last preceding section shall have been approved by the Chief Commissioner of Oudh, they shall be published in the *Gazette of India*.

After such publication, the first and second of the said lists shall not, except in the manner provided by Section 23 or Section 24, as the case may be, be liable to any alteration in respect of any names entered therein. If at any time after the publication of the said lists, it shall appear to the Governor General of India in Council, that the name of any person

has been wrongly omitted from any of the said lists, the Governor General in Council may order the name to be inserted in in the proper list, and such name shall be published in the *Gazette of India* in a supplementary list, and such person shall be treated in all respects as if his name had been included in the list first published.

9. No persons shall be considered Talukdárs or Grantees within the meaning of this Act, other than the persons named in such original or supplementary lists as aforesaid. The Courts shall take judicial notice of the said lists and shall not question their correctness.

### IV.—Powers of Talukdárs and Grantees to transfer and bequeath.

10. Subject to the provisions of this Act, and to all the conditions under which the estate was conferred by the British Government, every Talukdár and Grantee and every heir and legatee of a Talukdár and Grantee, of sound mind and not a minor, shall be competent to transfer the whole or any portion of his estate, or of his right and interest therein, during his lifetime, by sale, exchange, mortgage, lease or gift, and to bequeath by his will to any person the whole or any portion of such estate, right and interest.

11. No transfer or bequest under this Act shall be valid whereby the vesting of the thing transferred or bequeathed may be delayed beyond the life-time of one or more persons living at the decease of the transferee or testator and the minority of some person who shall be in existence at the expiration of that period, and to whom, if he attains full age, the thing transferred or bequeathed is to belong.

12. No Talukdár or Grantee, and no heir or legatee of a Talukdár or Grantee, shall have power to give or bequeath his estate, or any portion thereof, or any interest therein, to any person not being either—

(1.) a person who, under the provisions of this Act, would have succeeded to such estate if such Talukdár or Grantee, heir or legatee, had died intestate, or

(2.) a person who would have succeeded to such estate, or to a portion thereof, or to an interest therein, if this Act had not been passed, and if the succession to such estate were regulated by such law as would have been applicable thereto if no special provisions had been made in the orders or sanad by which the estate was acquired or granted,

Except by an instrument of gift or a will, executed and attested not less than twelve months before the death of the donor or testator, in manner herein provided in the case of a gift or will, as the case may be, and registered within four months from the date of its execution. Any such gift may be revoked in the same manner and within the same time, in and within which a gift may be revoked under Section 17.

13. If any Talukdár or Grantee shall heretofore have transferred or bequeathed, or shall hereafter transfer or bequeath to any person the whole or any portion of his estate, and such person would have succeeded according to the provisions of this Act to the estate or to a portion thereof, if the Talukdár or Grantee had died intestate, such person and his heirs and legatees shall have the same rights and powers in regard to the transfer or bequest of the property to which he or they may have become entitled under such transfer or bequest, and shall hold the same

subject to the same conditions and to the same rules of succession, as such Talukdár or Grantee.

14. If any Talukdár or Grantee shall heretofore have transferred or bequeathed, or shall hereafter transfer or bequeath to any person the whole or any portion of his estate, and such person would not have succeeded, according to the provisions of this Act, to the estate or to a portion thereof, if the Talukdár or Grantee had died intestate, the succession to the property so transferred or bequeathed shall be regulated by the rules which would have governed the succession to such property, if the transferee or legatee had bought the same from a person not being a Talukdár or Grantee.

15. No transfer of any estate, or of any portion thereof, or of any interest therein, made by a Talukdár or Grantee, or by his heir or legatee under the provisions of this Act, shall be valid unless made by an instrument in writing signed by the transferor and attested by two or more witnesses.

#### V.—Gifts *inter vivos*.

16. If any such transfer be made by gift, the gift shall not be valid unless it be made absolutely and without conditions, so as to include the whole interest of the donor in the property transferred, nor unless within six months after the execution of the instrument of gift, the gift be followed by delivery by the donor of possession of the property comprised therein, nor unless the instrument shall have been registered within four months from the date of its execution.

17. No Talukdár or Grantee, and no heir or legatee of a Talukdár or Grantee, having a child, parent, brother, unmarried sister or a nephew being the naturally born son of a brother of such Talukdár, Grantee, heir or legatee, shall have power to give his estate, or any portion thereof, or interest therein, to religious or charitable uses, except by an instrument of gift executed not less than twelve months before his death, and subject to the provisions contained in Section 16. Such Talukdár, Grantee, heir or legatee, may at any time within twelve months after delivery of possession, revoke such gift. Such revocation shall be made by an instrument in writing, signed, attested and registered in the manner required by Sections 15 and 16.

#### VI.—Testamentary Succession.

18. Sections 46, 48, 49, 50, 51, 54, 55, and 57 to 77 (both inclusive), and Sections 82, 83, 85, 88 to 98 (both inclusive) of the Indian Succession Act (No. X of 1865), shall apply to all wills and codicils made by any Talukdár or Grantee, or by his heir or legatee, under the provisions of this Act, for the purpose of bequeathing to any person his estate, or any portion thereof, or any interest therein: Provided that marriage shall not revoke any such will or codicil.

In applying the said Sections to wills and codicils made under this Act, all words hereinbefore defined, and occurring in such sections, shall (unless there be something repugnant in the subject

or context) be deemed to have the same meaning as this Act has attached to such words respectively.

19. No Talukdár or Grantee, and no heir or legatee of a Talukdár or Grantee, having a child, parent, brother, unmarried sister or a nephew, being the naturally born son of a brother of such Talukdár or Grantee, shall have power to bequeath his estate or any part thereof or any interest therein to religious or charitable uses, except by a will executed not less than twelve months before his death, and registered within four months from the date of its execution.

#### VII.—Intestate Succession.

20. If any Talukdár or Grantee whose name shall be inserted in the second, third, or fifth of the lists referred to in Section 7, or his heir or legatee, shall die intestate as to his estate, such estate, together with all immoveable property comprised therein, shall descend as follows, *viz.* :—

(1).—To the eldest son of such Talukdár or Grantee, heir or legatee, and his male lineal descendants, subject to the same conditions and in the same manner as the estate was held by the deceased.

(2).—Or if such eldest son of such Talukdár or Grantee, heir or legatee, shall have died in his lifetime, leaving male lineal descendants, then to the eldest and every other son of such eldest son, successively, according to their respective seniorities, and their respective lineal descendants, subject as aforesaid :

(3).—Or if such eldest son of such Talukdár or Grantee, heir or legatee, shall have died in his father's life-time without leaving male lineal descendants, then to the second and every other son of the said Talukdár or Grantee, heir or legatee, successively according to their respective seniorities, and their respective lineal descendants, subject as aforesaid.

(4).—Or in default of any such son or descendants then to such person as the said Talukdár or Grantee, heir or legatee, shall have adopted by a writing executed and attested in manner required in case of a will and registered, subject as aforesaid.

(5).—Or in default of such adopted son, then to the nearest collateral male relative of such Talukdár or Grantee, heir or legatee, subject as aforesaid.

(6).—Or in default of any such male relative, then to the widow of the deceased Talukdár or Grantee, heir or legatee; or, if there be more widows than one, to the widow first married to such Talukdár or Grantee, heir or legatee, for her life-time only.

(7).—And upon the death of such widow, then to such son as the said widow shall have adopted by a writing executed and attested in manner required in case of a will and registered, subject as aforesaid.

(8).—Or on the death of such first married widow and in default of a son adopted by her as aforesaid, then to the other widow, if any, of such Talukdár or Grantee, heir or legatee, next in order of marriage, for her life, and on the death of such other widow to a son adopted by her as aforesaid; or in default of such adopted son then to the other surviving widows according to their respective seniorities as



widows, for their respective lives, and on their respective deaths to the sons so adopted by them respectively, subject as aforesaid.

(9).—Or in default of any such widow, or of any son so adopted by her, then to such persons as would have been entitled to succeed to the estate under the general or local law which would have been applicable thereto, if this Act had not passed and if no special provisions in this behalf had been made in the orders or sanad by which such estate was acquired or granted.

Nothing contained in the former part of this section shall be construed to limit the power of alienation conferred by Section 10, or (except as to the requirements of writing and registration) to alter the law in force as to adoption.

21. In any case in which a Talukdár or Grantee, or his heir or legatee

Maintenance of as aforesaid, shall leave at widows and children. his death, without having made due provision for their maintenance,

widows, children, or other relatives who would have been entitled to maintenance under the general or local law that would have been applicable to such case if this Act had not been passed, and if no special provisions in this behalf had been made in the orders or sanad by which such estate was acquired or granted, such widows, children, or other relatives shall be entitled (so long as they do not succeed under this Act) to receive such provision for maintenance as they would have been entitled to receive under such general or local law as aforesaid, and may enforce the payment of such provision in such manner as they might have enforced the same in case this Act had not been passed.

Every son of such Talukdár or Grantee, heir or legatee, shall also be entitled to receive, in addition to such maintenance, a reasonable annual provision on account of his education, during his minority. Payments of such provision may be enforced in the same manner as payments for maintenance may be enforced as aforesaid.

22. Except in the cases provided for by Section 20, the succession to all property left by Talukdárs and Grantees and their heirs and legatees dying intestate, shall be regulated by the general or local law which would have been applicable thereto if this Act had not been passed, and as if no special provisions in this behalf had been made in the orders or sanad by which such property was acquired or granted, and as if the title to such property had been acquired under such general or local law.

#### VIII.—Miscellaneous.

23. Any Talukdár or Grantee whose name has

Special rules of intestate succession may be altered in particular cases. been entered in the third or fifth of the lists referred to in Section 7, or his heir or legatee, may, at any time here-

after present to the Chief Commissioner of Oudh a declaration in writing, executed and registered in the manner required by this Act for the execution and registration of an instrument of gift, that he is desirous that the succession to his estate shall, in case of his intestacy, cease to be regulated in the manner described in Section 20, and that it shall in future be regulated by the general or local law which would have been applicable to his estate if this Act had not been

passed, and as if nothing regarding the rule of primogeniture had been inserted in the orders or sanad or grant under which he received his estate from the British Government. On receiving such declaration, the said Chief Commissioner shall cause to be inserted the name of such Talukdár or Grantee, heir or legatee in the fourth or sixth (as the case may be) of the lists referred to in Section 7, and shall cause a note thereof to be made in the proper place in the third or fifth (as the case may be) of the said lists, and the succession to such estate shall thenceforward, in case of intestacy, be regulated in the manner provided by Section 22.

24. Any Talukdár or Grantee, heir or legatee,

may, at any time hereafter present to the Chief Commissioner of Oudh a declaration in writing, executed and registered in the manner required by this Act for the execution and registration of instruments of gift, that he is desirous that his estate should in future be held subject to all the conditions of the general or local law which would have been applicable to his estate if this Act had not been passed, and as if no special provisions in this behalf had been made in the orders or sanad by which such estate was acquired or granted, and as if he had inherited such estate under such general or local law. On receiving such declaration, the Chief Commissioner shall cause a note thereof to be made in the proper places in each of the lists referred to in Section 7 in which the name of such Talukdár or Grantee, heir or legatee, has been entered, and thenceforward none of the provisions of this Act shall apply to such estate, and such Talukdár or Grantee, heir or legatee, shall thenceforward hold the same subject in all respects to the conditions of the general or local law which would have been applicable thereto if such estate had been inherited by such Talukdár or Grantee, heir or legatee, under such general or local law.

25. Nothing hereinbefore contained shall affect any right which the creditors of any person making a transfer or bequest under the provisions of this Act, would have possessed as against the property comprised in such transfer or bequest if this Act had not been passed.

### SCHEDULES.

#### FIRST SCHEDULE.

##### I.

From C. BEADON, Esq., Secretary to the Government of India, Foreign Department, to C. J. WINGFIELD, Esq., Chief Commissioner of Oudh,—(No. 6268, dated 10th October 1859).

I AM directed by the Governor General in Council to acknowledge the receipt of your Secretary's letters noted in the margin, relative to the talukdari settlement of Oudh.

2. His Excellency in Council, agreeing with you as to the expediency of removing all doubts as to the intention of the Government to maintain the Talukdars in possession of the Talukas for which they have been permitted to engage, is pleased to declare that every Talukdar with whom a summary settlement has been made since the re-occupation of the province, has thereby acquired

a permanent hereditary and transferable proprietary right, *viz.*, in the Taluka for which he has engaged, including the perpetual privilege of engaging with the Government for the revenue of the Taluka.

3. This right is, however, conceded, subject to any measure which the Government may think proper to take for the purpose of protecting the inferior Zemindars and village occupants from extortion, and of upholding their rights in the soil in subordination to the Talukdars.

4. The Governor General in Council desires that you will have ready, by His Excellency's arrival at Lucknow, a list of the Talukdars upon whom a permanent proprietary right has now been conferred; and that you will prepare sanads to be issued to these Talukdars at that time. The sanads will be given by, and will run in the name of, the Chief Commissioner, acting under the authority of the Governor General.

5. I am directed to add that, as regards Zemindars and others, not being Talukdars, with whom a summary settlement has been made, the orders conveyed in the limitation Circular No. 31 of the 28th of January 1859, must not be strictly observed. Opportunity must be allowed at the next settlement to all disappointed claimants to bring forward their claims, and all such claims must be heard and disposed of in the usual manner.

## II.

From C. BEADON, Esq., Secretary to the Government of India, Foreign Department, with the Governor General, to Chief Commissioner, Oudh,—(No. 23, dated 19th October 1859).

I AM directed by His Excellency the Governor General to acknowledge the receipt of your demi-official letter of the 15th instant, enclosing a form of sanad to be given to the Talukdars of Oudh, granting them a full and permanent proprietary right in the Talukas for which they have severally been permitted to engage at the summary settlement.

2. This form of sanad is generally approved, and a revised copy, with some few alterations, is herewith enclosed for adoption and for careful translation into the Hindustani language, in which the sanads will be prepared.

3. The sanads declare that while, on the one hand, the Government has conferred on the Talukdars and on their heirs for ever the full proprietary right in their respective estates, subject only to the payment of the annual revenue that may be imposed from time to time, and to certain conditions of loyalty and good service, on the other hand, all persons holding an interest in the land under the Talukdars will be secured in the possession of the subordinate rights which they have heretofore enjoyed.

4. The meaning of this is, that when a regular settlement of the province is made, wherever it is found that Zemindars or other persons have held an interest in the soil intermediate between the Ryot and the Talukdar, the amount or proportion payable by the intermediate holder to the Talukdar, and the net jama finally payable by the Talukdar to the Government, will be fixed and recorded after careful and detailed survey and enquiry into each case, and will remain unchanged during the currency of the settlement, the

Talukdar being, of course, free to improve his income and the value of his property by the reclamation of waste lands (unless in cases where usage has given the liberty of reclamation to the Zemindar), and by other measures of which he will receive the full benefit at the end of the settlement. Where leases (pattas) are given to the subordinate Zemindars, they will be given by the Talukdar, not by the Government.

5. This being the position in which the Talukdars will be placed, they cannot, with any show of reason, complain if the Government takes effectual steps to re-establish and maintain in subordination to them the former rights, as those existed in 1855, of other persons whose connexion with the soil is in many cases more intimate and more ancient than theirs; and it is obvious that the only effectual protection which the Government can extend to these inferior holders, is to define and record their rights and to limit the demand of the Talukdar as against such persons during the currency of the settlement to the amount fixed by the Government as the basis of its own revenue demand.

6. What the duration of the settlement shall be, and what proportion of the rent shall be allowed in each case to Zemindars and Talukdars, are questions to be determined at the time of settlement.

The Governor General agrees in your observation that it is a bad principle to create two classes of recognized proprietors in one estate, and it is likely to lead to the alienation of a larger proportion of the land revenue than if there were only one such class. But whilst the talukdari tenure, notwithstanding this drawback, is about to be recognized and re-established, because it is consonant with the feelings and traditions of the whole people of Oudh, the zemindari tenure intermediate between the tenures of the Talukdar and the Ryot is not a new creation, and it is a tenure which, in the opinion of the Governor General, must be protected.

## III.

KNOW ALL MEN that whereas by the Proclamation of March 1858 by His Excellency the Right Hon'ble the Viceroy and Governor General of India, all proprietary rights in the soil of Oudh, with a few special exceptions, were confiscated and passed to the British Government, which became free to dispose of them as it pleased, I, CHARLES JOHN WINGFIELD, Chief Commissioner of Oudh, under the authority of His Excellency the Governor General of India in Council, do hereby confer on you the full proprietary right, title and possession of the Estate of \_\_\_\_\_

\_\_\_\_\_ consisting of the villages as per List attached to the *Kabuliyat* you have executed, of which the present Government revenue is \_\_\_\_\_

THEREFORE this sanad is given you in order that it may be known to all whom it may concern, that the above estate has been conferred upon you and your heirs for ever, subject to the payment of such annual revenue as may from time to time be imposed, and to the conditions of surrendering all arms, destroying all forts, preventing and reporting crime, rendering any service you may be called upon to perform, and of showing constant good



faith, loyalty, zeal, and attachment to the British Government according to the provisions of the engagement which you have executed, the breach of any one of which at any time shall be held to annul the right and title now conferred on you and your heirs.

It is also a condition of this grant that you will, so far as is in your power, promote the agricultural prosperity of your estate, and that all holding under you shall be secured in the possession of all the subordinate rights they formerly enjoyed. As long as the above obligations are observed by you and your heirs in good faith, so long will the British Government maintain you and your heirs as proprietors of the abovementioned estate, in confirmation of which I herewith attach my seal and signature.

## SECOND SCHEDULE.

- (1).—Drighijeh Singh, Rajah of Bulrampore.
- (2).—Koolwunt Singh, Rajah of Pudnaha.
- (3).—Rao Hurdeo Buksh Singh, of Kutiaree.
- (4).—Kashee Purshad, Talukdar of Sissaindee.
- (5).—Zubr Singh, Zemindar of Gopal Khair.
- (6).—Chundee Lal, Zemindar of Moraon (Baiswara).

## STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to give the force of law to the arrangements made with the Talukdars of Oudh by the Government of Lord Canning. In respect of the more important principles involved, the provisions of the Bill correspond with those of a Bill introduced with a similar object by Lord Canning shortly before he left India in 1862, but which was not afterwards proceeded with.

The rights of the Talukdars in the estates referred to in this Bill, are derived entirely from grants made by the British Government. The nature of these rights is described in the orders of the Governor General of India issued on the 10th October and 19th October 1859, and in the sanads, or grants, made, in accordance with those orders, to the Talukdars. There can be no question that those orders, in all essential respects at least, have received from the Indian Councils' Act the force of law, but there are matters of much importance for which these orders do not sufficiently provide, and regarding which there is danger of future discussion and litigation. It is therefore thought desirable to remove by legislation all doubts upon this subject, and to define clearly the rights which the Talukdars actually possess in their estates.

Section 4 of the Bill is intended to give the force of law to everything contained in the sanads of the Talukdars, and in the orders under which the sanads were issued.

After these grants had been made, orders were issued by the Governor General to the effect that succession to the estates of Talukdars should, in certain cases, be regulated by the rule of primogeniture. It is believed that these orders have received, from the Indian Councils' Act, the force of law; but they contained nothing regarding the manner in which this new rule of succession was to be actually applied; the general principle was affirmed, and that was all.

The rules now proposed for regulating succession in cases of intestacy, follow, with no essential difference, those contained in the Bill introduced by Lord Canning in 1862.

The rule regarding succession by primogeniture was approved by Lord Canning for the avowed reason that it would tend to preserve to Oudh an aristocracy connected with the land. But he not only objected to allow any system of entail, but he refused to restrict in any way the power which he considered had been given to every Talukdar of disposing of the whole, or of any portion of his estate, as he pleased, by sale, or mortgage, or gift during his life-time, or by will to take effect after his death. The result has been that the property of the Talukdars in these estates altogether differs in its nature from that which they would have possessed, if these special conditions had not been laid down, for under the Hindú, or Muhammadan, or local law, the power of disposing of ancestral property is restricted within narrow limits.

Many of the Talukdars considered, and Sir Charles Wingfield, the late Chief Commissioner, held the same opinion very strongly, that this unlimited power of disposing of landed property would infallibly lead to the breaking up of those family estates which it was the avowed object of the Government to preserve, and they considered that restrictions ought to be put upon this power, similar to those which would have been applicable under the Hindú or Muhammadan law. With the view of meeting these objections, without setting aside the conditions to which Lord Canning thought it necessary to adhere, the Bill proposes, in Section 12, that if a Talukdar desire to transfer by gift, or to bequeath the estate granted to him by the British Government, or any portion of it, to any person not being either the legal heir or the person who would have been the legal heir if this Act had not been passed, he can only do so by an instrument of gift or by a will executed not less than twelve months before his death, and publicly registered. Similar provisions are proposed in cases in which a Talukdar desires to transfer his estate, or any portion of it, to religious or charitable uses.

If any Talukdar consider that these provisions are not likely to prove a sufficient safeguard against the danger that his estate may hereafter be broken up, or if he object to them on other grounds, he will be able, under Section 24, to replace his estate under the operation of the Hindú, or Muhammadan, or local law, which would have been applicable if he had inherited the estate according to the former custom of his family.

Under Section 23 of the Bill, any Talukdar to whose estate the rule of primogeniture did not formerly apply, but whose sanad now makes that rule obligatory, may revert to the rule of succession followed in his family before the sanad was granted. This, it is believed, will be in accordance with the wishes of some of the Talukdars, who, although they desire to retain the powers given to them by their sanads, disapprove of the change that has been made in the rules by which succession to their estates has hitherto been regulated.

The landed property of the Talukdars is at present, in cases of succession, exposed to serious danger in consequence of the absence of any legal provisions regarding the execution of wills. The unlimited power of disposing of their property by will having been given to the Talukdars, and wills

being hardly known to the Hindú, or Muhammadan, or local law acknowledged in Oudh, it has become a matter of great importance to provide by law how this power of bequest is to be exercised, and to afford some security that the real intentions of testators shall be carried out. It is believed that no better course can be followed than to apply to the wills made by Talukdárs, for the purpose of disposing of estates given to them by the British Government, those provisions of the Indian Succession Act (Act X of 1866) which appear suitable.

Section 5 is intended to remove doubts regarding the legal position of those persons whose estates were specially exempted from confiscation by the Proclamation issued by the Governor General in March 1858. The provisions of this section are believed to be in complete accordance with the intentions of Lord Canning, although no distinct orders were issued by him on the subject.

Some portions of the Bill refer to the estates bestowed by the British Government upon certain Grantees in reward for faithful and loyal service rendered during the rebellion. In respect of these estates, it is believed that the Bill follows strictly the intentions of Lord Canning.

The other provisions of the Bill do not appear to require explanation in this Statement. Some of them have been taken, with more or less alteration, from the Indian Succession Act, or from the Bill introduced by Lord Canning in 1862.

SIMLA,  
The 23rd July 1867. }

JOHN STRACHEY.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

Simla, the 13th August 1867.

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

*A Bill for the Suppression of Frauds in the Cotton Trade.*

WHEREAS it is expedient to provide for the suppression of fraudulent practices in the Cotton Trade; It is hereby enacted as follows:—

I.—Preliminary.

1. This Act may be called "The Cotton Frauds Short Title. Act, 1867."
2. The Governor General of India in Council may extend this Act to the whole or such part of the Territories under any Local Government as shall be specified in that behalf by notification in the *Gazette of India*.
3. In this Act—unless there be something repugnant in the subject or context,—  
"Bale" means any package of cotton;

"Gin." "Gin" means any machine used for the purpose of cleaning cotton;

"Press" means any kind of machinery used for the purpose of compressing cotton;

"Imprisonment" means imprisonment of either description as defined in the Indian Penal Code;

"Section." "Section" means a Section of this Act;

"British India" means the Territories which are or shall be vested in Her Majesty by the Statute 21 & 22 Vic. Cap. 106 (*An Act for the better government of India*), other than the Settlement of Prince of Wales' Island, Singapore and Malacca;

"Foreign export." "Foreign export" means export out of British India;

"Gender." Words denoting males include females: words in the singular number include the plural and *vice versa*;

And wherever this Act shall operate, 'Local Government' means the person authorized by law to administer Executive Government therein, and includes a Chief Commissioner.

II.—Licenses for Cotton Presses.

4. From the day on which this Act shall be declared by notice in the *Gazette of India* to be in operation in any territories or districts, no press shall be used in such territories or districts for the purpose of compressing cotton, without a license obtained in the manner and subject to the conditions hereinafter mentioned.

5. Licenses for the working of cotton-presses may be granted by the Collector of the District within which such presses are to be worked, to any persons who the Collector may be satisfied are in possession of the presses for the licenses of which they apply.

Every such license shall expire and shall be renewable upon the first day of January in the year next ensuing the year in which it was granted.

The Collector may, for reasons which he shall state in writing under his signature to the person applying for any such license or renewal, refuse to grant or to renew the license of any press.

6. For all purposes of this Act, a licensee shall be held to be the owner of the press for which he has obtained a license.

7. Every license issued under this Act shall specify the number of presses for which the same is granted, the place in which they are situate, and the power employed for working them, according to a written statement which shall accompany the application for such license; and for every press so licensed, or the license of which shall be so renewed, a fee shall be levied at the rate set forth in the Schedule to this Act annexed.

Upon the removal to another place of a press comprised in any license, or upon change of the power employed for working such press,



it shall be necessary for the licensee to obtain a new license in respect of the press, subject to the conditions aforesaid.

8. Every applicant for a license under this Act shall lodge with the Collector, Press-mark to be lodged with Collector. a cloth, parchment, or paper, impressed or marked either with some distinctive mark not less than one foot square, or with his name, or that of his firm or company, in letters not less than one inch and a half long. Such name shall be in the English language, and also in such other vernacular language (if any) as the Local Government shall direct in this behalf, and the name or mark shall be called a press-mark.

Upon the grant of such license the licensee shall mark with the press-mark every Licensee of cotton-press to use press-mark. bale compressed by any press in his possession or comprised in the license, and the press-mark shall be affixed to the wrapper or cloth underlying the fastenings or bands of the bale.

### III.—Inspectors of Cotton.

9. The Local Government may appoint such Appointment of Inspectors of Cotton. and so many Officers, to be styled Inspectors of Cotton, as shall appear expedient.

It shall be the duty of such Officers to suppress Their duties. the use of unlicensed presses and to examine cotton brought for compression or kept or offered for sale. In the execution of this duty the Inspectors shall at all times have access to every building or enclosure within which any cotton is stored, or any gin or press at work, or prepared for work, is situate; and if the licensee of any press or his servant or agent, shall be convicted of having offered any obstruction to such Inspector in the execution of his duty, his license may be adjudged by a Magistrate to be suspended for such fixed time as the Magistrate shall think fit, or to have become void.

10. The Inspectors may seize and detain all cotton with respect to which any Inspectors may seize adulterated cotton, and give it into custody. offence under this Act shall appear to have been committed, and may give such cotton into the custody of any Police Officer.

Every Police Officer shall be bound at the request of any Inspector to assist Police to assist Inspectors. him in seizing and detaining such cotton, and in bringing the offender to justice.

11. Any Magistrate may grant a warrant Opening bales. authorising an Inspector to open any bale finally pressed for foreign export, and thereupon the Inspector may open the same accordingly; but no Inspector shall, without such warrant, open a bale so pressed as last aforesaid.

12. The Inspectors shall, in their official Control of Inspectors. capacities, be subject, in any seaport to which this Act may apply, to the orders of the Commissioner of Customs, and in all other places to which this Act shall apply, to the orders of the Collector of the District in which they hold their appointments, or in which they are for the time being employed.

The Local Government may suspend or dismiss any Inspector for neglect or misconduct in the discharge of his duty. Their suspension and dismissal.

### IV.—Fees.

13. Upon every bale of cotton exported from any territories to which this Fee leviable per bale. Act shall have been extended under Section 2, there shall be levied such fee as the Governor General of India in Council shall from time to time notify in the *Gazette of India*.

Such fees may be levied at such place or places within British India (whether or not this Act shall have been expressly extended to the territories in which such place or places is or are situate) as the Governor General of India in Council shall from time to time notify as aforesaid.

14. Whenever any such fee shall be levied at a seaport within the territories of any Local Government other than the Local Government from whose territories the cotton was originally exported, the former shall transmit to the latter Government the whole or such portion of the fee as the Governor General of India in Council shall from time to time notify as aforesaid. Levy of fees at seaports not under Local Government.

15. All such fees levied by the Local Government from whose territories the cotton shall have been originally exported, and (in case they are levied by another Local Government under the directions of the Governor General of India in Council as aforesaid) all or such portion of the fees as aforesaid, shall be paid to the credit of a fund to be termed the "Cotton Improvement Fund," which shall be established by each Local Government to whose territories this Act shall have been extended, and shall be devoted solely to carrying out the objects of this Act. Application of fees.

### V.—Penalties.

16. Whoever adulterates or deteriorates cotton by mixing therewith any seed, dirt, stones, or other foreign matter, or who fraudulently or dishonestly mixes cleaned and uncleaned cotton, or cotton of different varieties in one bale, or who fraudulently or dishonestly, by exposing cotton to dew or by any other means, deceptively increases or attempts to increase the weight of the same, shall be punished with imprisonment for a term not exceeding twelve months, and shall also be liable to fine. For fraudulent adulteration, deterioration or mixture of cotton.

17. Whoever fraudulently or dishonestly sells, or keeps or offers for sale, any cotton adulterated, deteriorated, or deceptively increased in weight, as aforesaid, shall be punished with imprisonment for a term not exceeding twelve months, or with fine, or with both. For fraudulently selling, or keeping or offering for sale, adulterated or deteriorated cotton.

18. All cotton which shall have formed the subject of a conviction under Section 16 or Section 17 shall be confiscated. Confiscation of cotton.

19. Whoever without such license as is mentioned in Section 4 works or attempts to work any such press as is referred to in the same Section shall be liable to a fine not exceeding one thousand Rupees. For using Cotton-Press without a license.

20. Whoever after such refusal as is mentioned in Section 5 works or attempts to work the press in respect of which the refusal has been made, shall be liable to a fine not exceeding one

thousand Rupees.

21. Whoever neglects to obtain a new license under the circumstances mentioned in Section 7, shall be liable to a fine not exceeding one thousand Rupees.

22. Any licensee failing to mark any such bale compressed as aforesaid, shall be liable to a fine not exceeding one hundred Rupees, and his license, if it be so adjudged by the Magistrate, shall be suspended for such fixed time as the Magistrate shall think fit, or shall become void as to all presses comprised therein.

23. Whoever counterfeits or imitates any press-mark, for the use of which a license under this Act shall have been granted, or packs any bale in any cloth or wrapper bearing a press-mark which he shall not have been licensed to employ, shall be punished with imprisonment for a term which may extend to two years, or with fine, or with both.

24. Whoever offers for compression cotton adulterated, or deteriorated, or mixed as described in Section 16, shall be liable to a fine not exceeding one thousand Rupees, and all such cotton shall be confiscated.

25. Whoever abets, within the meaning of the Indian Penal Code, any offence made punishable by this Act, shall be punished with the punishment herein provided for such offence.

26. No person shall be proceeded against for any offence under this Act except by summons on information laid by an Inspector of Cotton or some other person.

27. All offences against this Act may be tried, and all confiscations and fines under its provisions may be adjudicated, by any Magistrate with powers not inferior to those of a subordinate Magistrate of the first Class.

All such fines may be levied by distraint and sale of the offender's goods by warrant under the hand of the convicting Magistrate, and shall otherwise be subject to the rules in relation to fines and the commutation and levy thereof prescribed by the Penal Code and the Code of Criminal Procedure:

Provided that, in the infliction of the penalties provided by this Act, no Magistrate shall exceed the limits of his ordinary criminal jurisdiction; and that all fines and fees levied, and the proceeds of all cotton confiscated, under this Act, shall be carried to the credit of the Cotton Improvement Fund established by the Local Government within whose Territories such levy or confiscation shall have been made.

#### VI.—Miscellaneous.

28. Nothing herein contained shall affect the right of any person defrauded by an offender against this Act to sue him in the Civil courts.

29. All or any of the powers and duties conferred and imposed by this Act on a Collector may be exercised and performed by such other Officer as the Local Government shall from time to time appoint in this behalf. Every person shall be legally bound to furnish information to any officer so appointed when required by him to do so.

30. The Local Government may from time to time, with the previous sanction of the Governor General of India in Council, make rules for the guidance of officers in matters connected with the enforcement of this Act, and alter and add to the rules so made: Provided that such rules, alterations, and additions are not inconsistent with any of the provisions herein contained.

#### SCHEDULE.

	<i>Fees leviable.</i>
	Rs.
For every press worked by steam or any power other than animal or manual labour ... ..	5
For every press worked by animal, or animal and manual, labour ... ..	2
For every press worked by manual labour alone ... ..	1

#### STATEMENT OF OBJECTS AND REASONS.

THE object of this Bill is to apply to the whole of British India, other than the Lower Provinces of Bengal, and the Presidencies of Madras and Bombay, provisions similar to those contained in the Bombay Cotton Frauds' Act (No. IX of 1863), an enactment which, in the opinion not only of the local authorities, but also of the Liverpool and Manchester Chambers of Commerce, has been decidedly successful.

The Cotton Frauds' Act now extends only to Bombay and Berar; and from these territories the Central Provinces, in which no such Act is in force, are divided only by an imaginary line. Under these circumstances, the non-application of any such law encourages adulteration at the borders, and the same practice, with all its injurious effect on the commerce of the country, is likely, unless checked by some such measure as the proposed Bill, to increase with the extension of the Railway system. As regards the North-Western Provinces, the Calcutta Chamber of Commerce has already pressed the application of the law to those territories; and there can be little doubt that its immediate extension thereto would be desirable, although the urgent need for the law will not arise until the Railway shall have connected the North-West with the great cotton-port of Bombay.

As the proposed measure will directly benefit both the grower and the exporter, it is right that it should pay its own expenses, and these the Bill proposes to raise by an inspection-fee prescribed by the Governor General in Council, which, however, there is no intention of regarding as a



source of revenue. The Local Government of any Province, having a port of export, will most conveniently levy the fee in the form of an export-duty. In the case of the inland Provinces the fee will also, as a rule, be levied as an export-duty, but by the Local Government of the port (including, for this purpose, Calcutta, Madras, and Bombay) to which the cotton is brought for exportation. In all such cases the latter Government will refund to the Government of the inland Province so much of the export-duty as may represent the fee chargeable by such Government. Provision is, however, made for the inland Government (if this should seem more convenient) itself levying the fee at such place or places within its own territories as may be appointed by the Governor General in Council.

SIMLA, }  
The 2nd August 1867. } H. S. MAINE.

WHITLEY STOKES,  
*Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).*

## HOME DEPARTMENT.

### NOTIFICATIONS.

*Simla, the 10th August 1867.*

No. 3277.

The following letter from G. W. West, Esq., Her Majesty's Consul at Suez, dated the 11th of July, is published for general information:—

SUEZ,  
*The 11th July 1867.*

*To His Excellency the Right Hon'ble SIR JOHN LAWRENCE, BART., G. C. B., G. C. S. I., Viceroy and Governor General of India.*

EXCELLENCY,—I am instructed by Her Britannic Majesty's Agent and Consul-General in Egypt to inform your Excellency that all vessels arriving at Suez unprovided with Bills of Health from ports at which they may touch, will be subjected to quarantine, but passengers and mails may pass through, by quarantine trains, to Alexandria.

I have, &c.,  
(Signed) G. W. WEST,  
*Consul.*

*The 12th August 1867.*

No. 3302.

The services of the Reverend M. E. Mills, a Junior Chaplain on the Bengal establishment, are placed at the disposal of the Government of the North-Western Provinces for appointment to Cawnpore.

*The 13th August 1867.*

No. 3337.

Captain E. Hill, District Superintendent of Police, Pertabgurh, in Oudh, has obtained one month's privilege leave, with effect from the date on which he may avail himself of the same.

No. 3341.

The undermentioned Specifications of Inventions have been filed, under the provisions of Act XV. of 1859, in the Office of the Secretary to the Government of India in the Home Department. Copies have been sent to one of the Secretaries to each of the Governments of Bengal, Fort St. George, Bombay, and the North-Western Provinces. A copy of every Specification is open, at all reasonable hours, at the Office of the Secretary to the Government of India in the Home Department at the Presidency to public inspection, upon payment of a fee of one Rupee. A certified copy of any Specification will be given to any person requiring the same, on payment of the expense of copying:—

No. 333.—Mr. Walter Knaggs, of No. 5, Euston Grove, Euston Square, in the county of Middlesex, England, for improvements in the manufacture of sugar and in the apparatus employed therein.

No. 335.—Mr. Robert McKenzie, Engineer, Bombay, for fastening bales of cotton, wool, or other goods with hoop-iron.

No. 3342.

Lieutenant E. M. Larminie, R. E., is appointed an Assistant Surveyor of the 2nd Grade in the Great Trigonometrical Survey of India, *vice* Lieutenant Collins, R. E., who has resigned his appointment.

No. 3349.

APPOINTMENT.—Lieutenant H. S. Hutchinson, R. A., doing duty with No. 1 Light Field Battery, Punjab Frontier Force, to be a Probationary Assistant Revenue Surveyor in the 1st Division, Oudh Revenue Survey, *vice* Lieutenant T. K. Gustavinski, deceased.

No. 3352.

Under Section 21 of Act XV. of 1867, the Governor General in Council is pleased to extend the said Act to the Town of Maboda in the Nagpore District of the Central Provinces.

*The 14th August 1867.*

No. 3409.

Mr. S. S. Melville, of the Civil Service, has reported his departure from India by the Steam Ship *Surat*, which vessel was left at Sea by the Pilot on the 24th ultimo.

No. 3410.

Mr. Percy Wigram, of the Civil Service, has reported his departure from India, on the 24th ultimo, on board the Steam Ship *Surat*, which vessel was left at Sea by the Pilot on that date.

No. 3411.

Captain A. F. Danvers, District Superintendent of Police, Baraitch, in Oudh, has obtained two months' privilege leave of absence from the date on which he may avail himself of the same.

No. 3414.

Privilege leave of absence for the period of two months has been granted to Lieutenant W. M. Campbell, R. E., Assistant Surveyor, 1st Grade, Great Trigonometrical Survey, with effect from the date on which he may avail himself of the same.

No. 3417.

Dr. E. McKellar, of the 10th Regiment, Bengal Cavalry, is appointed to the Civil medical charge of the Saugor District, in addition to his own duties.

*The 15th August 1867.*

No. 3437.

Lieutenant G. Trevor, late Inspector of Schools in the Central Provinces, officiated as Cantonment Magistrate of Jubbulpore, from the 6th April to the 24th June 1867.

No. 3438.

APPOINTMENTS.—Captain C. H. Plowden, Assistant Commissioner, to officiate as Cantonment Magistrate of Jubbulpore, during the absence of Major S. C. D. Ryder, on leave.

Lieutenant W. Vertue, Assistant Commissioner, to officiate, temporarily, in the above appointment, until relieved by Captain Plowden.

*The 16th August 1867.*

No. 3511.

Lieutenant W. Hamilton, Assistant Commissioner at Seetapore in Oudh, is invested with the powers of a Magistrate described in Section 22 of Act XXV. of 1861.

E. C. BAYLEY,

*Secy. to the Govt. of India.*

## FOREIGN DEPARTMENT.

## NOTIFICATIONS.

## Military.

*Simla, the 14th August 1867.*

No. 144.

LEAVE.—Privilege leave for sixty days is granted to Captain C. Martin, 2nd in Command of the 2nd Regiment, Central India Horse.

No. 146.

LEAVE.—Major J. D. Hall, of the 2nd Regiment, Central India Horse, is granted leave of absence for twenty days preparatory to applying for leave to Europe under medical certificate.

No. 148.

LEAVE.—Privilege leave for sixty days is granted to Lieutenant A. J. Bannerman, Adjutant of the 1st Regiment, Central India Horse.

*The 16th August 1867.*

No. 152.

The Governor General in Council is pleased to attach Lieutenant W. E. Gowan (lately officiating as Wing Subaltern, Bhopal Battalion) to the Deolee Irregular Force as a temporary arrangement.

## Judicial.

*The 15th August 1867.*

No. 169.

A Commission of the Peace was issued from the High Court of Judicature in Bengal on the 1st instant, directed to Major James Creighton Wood, Officiating Cantonment Magistrate at Morar.

## General.

*The 14th August 1867.*

No. 1382.

LEAVE.—Privilege leave for two months has been granted to Lieutenant-Colonel F. W. Ripley, Deputy Commissioner, British Burmah.

No. 1384.

His Excellency the Viceroy and Governor General in Council is pleased to declare the provisions of Act XXV. of 1867 (an Act for the regulation of Printing Presses and Newspapers) to be in force in the Hyderabad Assigned Districts.

No. 1386.

LEAVE.—Lieutenant F. Plummer, Assistant Superintendent of the Revenue Survey, Hyderabad Assigned Districts, is granted leave of absence on medical certificate from 5th May to 20th June last, and further leave for one month from such date as he may avail himself of it.

No. 1388.

LEAVE.—Surgeon J. A. C. Hutchinson, M. D., in medical charge of the Bhopal Political Agency and Bhopal Battalion, has been granted thirty days' leave from the 10th ultimo, to proceed to Bombay preparatory to applying for leave to Europe on medical certificate.

*The 15th August 1867.*

No. 1394.

LEAVE.—Privilege leave for six weeks is granted to Moonshee Neaz Ahmed, Extra Assistant Commissioner, Settlement Department in Oudh.

No. 1396.

APPOINTMENT.—Lieutenant A. G. W. Hemans, of the 1st Cavalry, Hyderabad Contingent, to officiate as an Assistant Commissioner, 3rd Class, in Oudh.



## No. 1399.

APPOINTMENTS.—The following temporary appointments to fill vacancies in the British Burmah Commission, are sanctioned by the Governor General in Council:—

Captain C. W. Street, Deputy Commissioner, 4th Grade, to officiate as Deputy Commissioner, 3rd Grade, from the 9th April last.

Captain A. R. McMahon, Deputy Commissioner, 4th Grade, to officiate as Deputy Commissioner, 3rd Grade, from the 16th April last.

Lieutenant G. A. Strover, Assistant Commissioner, 2nd Grade, to officiate as Deputy Commissioner, 4th Grade, from the 2nd May last.

The 16th August 1867.

## No. 1407.

APPOINTMENT.—Captain A. Wynch, of the Royal (Madras) Artillery, to officiate temporarily as an Assistant Commissioner, 3rd Grade, in British Burmah.

## No. 1410.

With the sanction of the Governor General in Council, the Government of Bombay has granted a furlough for three years to Mr. J. W. S. Wyllie, of the Bombay Civil Service, Under-Secretary to the Government of India in the Foreign Department, from the date of departure from Bombay of the first Mail Steamer in December next.

W. MUIR,  
Foreign Secretary.

## FINANCIAL DEPARTMENT.

## NOTIFICATIONS.

Simla, the 15th August 1867.

## No. 2086.

Surgeon-Major J. F. Shekleton, A. B., M. B., received charge of the Calcutta Mint and of the Paper Currency Department from Lieutenant-Colonel J. A. Ballard, c. b., and made over charge of the office of Assay Master of the Calcutta Mint to Surgeon H. W. Graham, on the afternoon of the 8th instant.

## No. 2091.

*Monthly Statement of Accounts that have been received under the New System up to 31st July 1867:—*

ACCOUNTING OFFICES.	FOR 1866-67, UP TO WHAT MONTH.	FOR 1867-68, UP TO WHAT MONTH.
Accountant General, Bengal ... ..	Feb. 1867	May 1867.
Ditto British Burmah ... ..	Ditto 1867	Ditto 1867.
Ditto Madras ... ..	Ditto 1867	Ditto 1867.
Deputy Accountant General, Central Provinces ...	Ditto 1867	Ditto 1867.
Accountant General, Bombay ... ..	Ditto 1867	Ditto 1867.
Treasury and Departmental Accounts Branch (for India)	Ditto 1867	April 1867.
Accountant General, N. W. Provinces (for N. W. Provinces)	Ditto 1867	Ditto 1867.
Ditto (for Oudh) ... ..	Ditto 1867	Ditto 1867.
Deputy Accountant General, Hyderabad ... ..	Ditto 1867	} No account to be rendered from April 1867.
Treasury and Departmental Accounts Branch (for Eastern Settlements) ... ..	Ditto 1867	
Accountant General, Punjab ... ..	Ditto 1867.	
Public Works Department ... ..	Ditto 1867.	
Military Department ... ..	Ditto 1867.	

*Note.*—The accounts for March 1867, or the last month of the official year 1866-67, are not yet due.

## No. 2095.

Under the provisions of Section 59, Act XXI. of 1856, His Excellency the Viceroy and Governor General in Council is pleased to invest Officers of the Revenue, Police, and Customs Departments in the Districts composing the Nagpore and Chutteesgurr Divisions of the Central Provinces, with the powers of seizure, search, and arrest given to Abkary Officers by the three last-preceding Sections of the Act, with respect to the seizure of, and search for, spirituous and fermented liquors and intoxicating drugs of every description, and the arrest of persons found in possession of them; and to declare that such Officers, when so empowered, shall be held and deemed to be Abkary Officers within the meaning of the Act.

The 16th August 1867.

No. 2101.

In continuation of Notification No. 1549, dated the 18th July 1867, the following Statement of Cash Balances, as reported up to this date in the Government Treasuries in India, at the close of the month of June last, contrasted with that of the previous years, is published for general information :—

	June 1865.	June 1866.	June 1867.
	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>
Government of India ... ..	2,01,07,910	1,92,14,064	1,54,76,981
Bengal ... ..	1,69,13,817	1,28,19,918	1,50,18,646
British Burmah ... ..	28,51,752	28,55,035	19,89,570
North-Western Provinces ... ..	2,33,80,469	2,26,60,378	1,98,47,720
Oudh ... ..	56,43,004	43,45,001	48,92,574
Punjab ... ..	1,47,35,820	1,03,85,218	1,05,21,920
Bombay ... ..	2,45,51,973	3,28,28,313	2,51,63,666
Central Provinces ... ..	50,15,539	47,24,300	39,12,972
Madras ... ..	2,44,56,015	2,57,08,002	2,96,14,556
	13,76,56,299	13,55,40,229	12,64,38,605
Berars ... ..	29,44,088	41,16,684	*
Total Rupees ...	14,06,00,387	13,96,56,913	

\* The Cash Balances of the Berars is omitted—their revenues and charges being now excluded from those of the Government of India.

No. 2102.

Statement of the amount of Government Currency Notes in circulation, of the amount of Coin and Bullion reserve, and Government Securities held by the Department of Issue of Paper Currency :—

Date of Returns.	Circles of Issue.	Notes in circulation.	Silver Coin reserve.	Gold Bullion reserve.	Silver Bullion reserve.	Government Securities held in Calcutta.	Notes of other Circles.
1867.		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
31st July ...	Calcutta Circle ... ..	2,80,18,820	62,02,057	1,47,495	27,61,718	1,28,87,670	60,19,880
Ditto ...	Allahabad Branch Circle ... ..	42,92,160	31,88,869	.....	.....	11,03,291	
Ditto ...	Lahore ditto ditto ... ..	30,53,740	23,49,863	.....	.....	7,00,037	3,840
Ditto ...	Nagpore ditto ditto ... ..	52,14,870	46,66,968	.....	.....	5,47,902	
Ditto ...	Madras Circle ... ..	54,15,920	20,64,486	.....	.....	27,28,404	6,23,030
Ditto ...	Calicut Branch Circle ... ..	5,53,140	4,53,081	.....	.....	1,00,059	
Ditto ...	Trichinopoly ditto ditto ... ..	7,98,100	6,98,041	.....	.....	1,00,059	
Ditto ...	Vizagapatam ditto ditto ... ..	3,19,580	2,19,521	.....	.....	1,00,059	
Ditto ...	Bombay Circle ... ..	4,47,27,070	1,87,16,969	.....	1,18,00,000	1,37,52,961	4,57,140
Ditto ...	Kurrachee Branch Circle... ..	18,86,390	13,86,284	.....	.....	5,00,106	
	DEDUCT—	9,42,79,790					71,03,890
	Notes of other Circles cashed at Calcutta, Madras, Punjab, and Bombay ... ..	71,03,890					
	Total ... ..	8,71,75,900	3,99,46,139	1,47,495	1,45,61,718	3,25,20,548	

CALCUTTA,  
DEPT. OF ISSUE OF PAPER CURRENCY;  
The 6th August 1867.

(Signed) J. A. BALLARD,  
Offg. Head Commissioner of Paper Currency.

Published by Order of the Governor General in Council,

E. H. LUSHINGTON,  
Secy. to the Govt. of India.



**MILITARY DEPARTMENT.***Simla, the 12th August 1867.*

No. 794 of 1867.—The services of Lieutenant A. G. W. Hemans, of the General List, Madras Cavalry, Squadron Subaltern, 1st Cavalry, Hyderabad Contingent, are placed at the disposal of the Foreign Department.

*The 13th August 1867.*

No. 795 of 1867.—The services of Captain A. Wynch, of the Royal (Madras) Artillery, a candidate for the Staff Corps, are placed at the disposal of the Foreign Department.

No. 796 of 1867.—The undermentioned Officer is admitted to the Bengal Staff Corps with effect from the date specified opposite to his name, subject to the confirmation of the Right Honorable the Secretary of State for India:—

Ensign Basil Henry S. Gower, of Her Majesty's 80th Foot, 2nd Wing Subaltern, 17th (The Loyal Poorbeah) Regi- ment of Native Infantry ...	} 27th April 1866.
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No. 797 of 1867.—Ensign B. H. S. Gower, of Her Majesty's 80th Foot, 2nd Wing Subaltern, 17th (the Loyal Poorbeah) Regiment of Native Infantry, admitted to the Bengal Staff Corps by G. G. O. No. 796 of the 13th August 1867, will rank as Lieutenant in that corps, under the operation of paragraph 84 of G. G. O. No. 332 of 1861, with effect from the 27th April 1866, subject to Her Majesty's approval.

*The 14th August 1867.*

No. 798 of 1867.—The undermentioned Officers of the Medical Department having completed twelve years' service, are promoted to the rank of

Surgeon from the dates specified, under the provisions of G. G. O. No. 1060 of the 23rd December 1864, subject to Her Majesty's approval:—

Assistant Surgeon William Walker, M. D., M. A.	} 4th August 1867.
Assistant Surgeon George Alder Watson	
Assistant Surgeon Bernard Kendall	
Assistant Surgeon John Lindsay Stewart, M. D.	
Assistant Surgeon Theobald Mathew, M. B.	
Assistant Surgeon James Fairweather, M. D.	
Assistant Surgeon Charles Julian Jackson	
Asstt. Surgeon Robert Bird, M. D.	
Asstt. Surgeon John Martin Coates, M. D.	
Assistant Surgeon Henry Thom, M. D., F. R. C. S. E.	
Asstt. Surgeon Francis Synge Sillifant	
Assistant Surgeon Charles Planck	
Asstt. Surgeon Frederic Carter	
Asstt. Surgeon William Henry Hayes	

No. 799 of 1867.—The undermentioned Officers of the Bengal Staff Corps having completed twenty-six years' service, are promoted to the rank of Lieutenant-Colonel from the dates specified, under the provisions of G. G. O. No. 808 of the 26th September 1866, subject to Her Majesty's approval:—

Major Francis George Stainforth, 4th August 1867.  
Major John James Hamilton, 9th August 1867.

No. 800 of 1867.—The services of Major R. Y. Chambers, of the Bengal Staff Corps, are placed temporarily at the disposal of the Government of Bengal.

No. 801 of 1867.—With reference to the G. G. O. No. 644 of the 20th June 1867, notifying the transfer to the Pension Establishment of Conductor H. Hobery, of the Ordnance Department, from the 1st April 1867, the following promotions are made in supersession of those notified in G. G. O. Nos. 491 and 564 of the 8th and 28th May 1867, which are hereby cancelled:—

**ORDNANCE COMMISSARIAT DEPARTMENT.***Permanent:*

RANK AND NAMES.	To be	From what date.	Vice
Sub-Conductor (Officiating Conductor) Thomas Scott	Conductor	1st April 1867	Hobery, pensioned.
(Supernumerary) Sub-Conductor Charles Dodge, Percussion Cap Factory	Supernumerary Conductor	3rd Ditto.	
(Supernumerary) Sub-Conductor John Williams, Gun-Carriage Agency	Ditto	Ditto.	

## ORDNANCE COMMISSARIAT DEPARTMENT.

*Permanent,—concluded.*

RANK AND NAMES.	To be	From what date.	Vice
Sub-Conductor (Officiating Conductor) James Carroll	Conductor	3rd April 1867	Fitzgibbon, pensioned.
(Supernumerary) Sub-Conductor William Fullam, Gun-Powder Agency	Supernumerary Conductor	Ditto.	
Sub-Conductor (Officiating Conductor) John Neal	Conductor	Ditto	O'Keefe, pensioned.
Sub-Conductor (Officiating Conductor) Alexander Scott	Ditto	12th ditto	Foxton, appointed an assistant in the Office of the Inspector General of Ordnance and Magazines.
Conductor Michael McHatton	Depy. Assistant Commissary	24th May 1867	Smith, deceased.
(Supernumerary) Sub-Conductor Hugh Macauley, Gun-Carriage Agency	Supernumerary Conductor	Ditto.	
Sub-Conductor (Officiating Conductor) Francis Fraser	Conductor	Ditto	McHatton, promoted.

*Temporary :*

RANK AND NAMES.	To be	From what date.	Vice
Sub-Conductor Alexander Scott ...	Offg. Conductor	30th March 1867	William Low, deceased, and during the absence on sick leave to Europe of Conductor Halliday, or until further orders.
„ Francis Fraser ...	Ditto ...	3rd April 1867	Carroll, promoted, and during the absence on furlough of Conductor Wilkins, or until further orders.
„ Thomas Lally ...	Ditto ...	Ditto	Neal, promoted, and during the absence on furlough of Conductor Grossmith, or until further orders.
„ Edmund Gorman ...	Ditto ...	12th April 1867	Alexander Scott, promoted, and during the absence on leave on medical certificate of Conductor Halliday, or until further orders.
„ A. S. Sinclair ...	Ditto ...	24th May 1867	Fraser, promoted, and during the absence on leave of Conductor Wilkins, or until further orders.

No. 802 of 1867.—The undermentioned Officer has reported his return from England :—

*Date of arrival at  
Fort William.*

Surgeon A. FitzGerald, of the } 5th August 1867,  
Medical Department ... }

*The 15th August 1867.*

No. 803 of 1867.—The following orders, issued by the Resident at Hyderabad, are confirmed :—

No. 124 of the 17th June 1867.—Appointing Lieutenant A. F. Dobbs, Wing Subaltern, 3rd Infantry, doing duty with the 1st Cavalry, to

act as Adjutant of the 5th Infantry, Hyderabad Contingent, during the absence of Lieutenant Sewell, on medical certificate to Europe, or until further orders.

No. 126 of the 21st June 1867.—Appointing Lieutenant H. deP. Rennick, Her Majesty's 2nd Battalion, 21st Royal North British Fusiliers, a candidate for the Madras Staff Corps, to officiate as Wing Subaltern, 3rd Infantry, Hyderabad Contingent, subject to the confirmation of the Government of India.

No. 804 of 1867.—His Excellency the Governor General in Council is pleased to make the



following appointment in the Calcutta Volunteer Rifle Corps:—

Captain C. E. Buckley, of the 3rd Battalion, Rifle Brigade, to be Adjutant, in room of Captain Stansfeld, appointed Private Secretary to the Hon'ble the Lieutenant-Governor of Bengal.

This appointment has effect from the 9th May 1867.

No. 805 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

PUNJAB FRONTIER FORCE.

1st Sikh Infantry.

Captain C. V. Conway-Gordon, of Her Majesty's 79th Foot, 2nd Wing Subaltern, 28th Native Infantry, to be 1st Wing Subaltern on probation, *vice* Captain Bainbridge, appointed to the 3rd Sikh Infantry.

No. 806 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

PUNJAB FRONTIER FORCE.

1st Cavalry.

Captain J. M. Stewart, of the late 35th Regiment of Native Infantry, 1st Wing Subaltern, 1st Punjab Infantry, to be 1st Squadron Subaltern, *vice* Lieutenant Bertie, transferred to the 3rd Cavalry.

No. 807 of 1867.—The undermentioned Officer is admitted to the Bengal Staff Corps, with effect from the date specified opposite to his name, sub-

ject to the confirmation of the Right Hon'ble the Secretary of State for India:—

Lieutenant Benjamin Parnell }  
Bromhead, of Her Majesty's } 23rd June 1866.  
38th Foot, 2nd Wing Subal- }  
tern, 19th (Punjab) Regi- }  
ment of Native Infantry ... }

The 16th August 1867.

No. 808 of 1867.—His Excellency the Governor General in Council is pleased to appoint Captain R. G. Birch, of the late 1st Bengal European Light Cavalry, to be Fort Adjutant, Fort William, in succession to Captain B. S. B. Parlbey, appointed a Brigade Major.

No. 809 of 1867.—His Excellency the Governor General in Council is pleased to make the following temporary appointments in the Medical Department:—

Surgeon-Major D. J. O'Callaghan, of the Medical Department, Garrison Surgeon, Fort William, to be a Deputy Inspector General of Hospitals with temporary rank, *vice* Officiating Deputy Inspector General of Hospitals E. B. Thring, promoted.

Surgeon-Major C. Archer, M. D., of the Medical Department, to be a Deputy Inspector General of Hospitals with temporary rank, during the absence on sick leave of Deputy Inspector General of Hospitals J. A. Dunbar, M. D., or until further orders.

H. W. NORMAN, Col.,

Secy. to the Govt. of India.

NOTIFICATION.

Military Department, Calcutta, the 9th August 1867.

Under Clause 26 of the Regulations appended to the Regimental Debts Act of 1863, it is notified that reports of the deaths of the undermentioned Commissioned Officers on the dates specified, were received in the Military Department during the month of July 1867:—

Corps.	Rank and Names.	Date of decease.	Place of decease.	Testate or Intestate.	REMARKS.
93rd Foot ...	Ensign W. B. McKechnie	10th June 1867	Seepree ...	Intestate..	Mother, Mrs. Mary McKechnie; Coombe Lodge, Kingston Hill, near London.
42nd ditto ...	Lieutenant C. Spens ...	22nd ditto	Camp Cherat, near Peshawur.		
1st Battalion, 19th Foot	Lieutenant H. A. Wells ...	28th ditto	Nowshera ...	Ditto ...	Father, Edward Wells, retired Commander, R. N.; 30, Dorset Place, Dorset Square, London.
21st Hussars ...	Captain C. W. Thomas ...	Ditto ...	Simla ...	Testate ...	Widow, Isabella Thomas; Rookwood, Simla.
Medical Department...	Assistant Surgeon J. M. L. Pemberton ...	30th ditto	Hyderabad.		
77th Foot ...	Captain W. Gair ...	Ditto ...	Peshawur ...	Ditto ...	Widow, Mrs. Caroline Lavinia Gair; child, A. F. Gair; Peshawur.
Bengal Staff Corps ...	Captain J. E. D. Wilson...	Ditto ...	Ditto.		
Ditto ditto ...	Lieutenant-Colonel R. G. Simeon ...	1st July 1867	Sreenuggur } in Cashmere }	Ditto ...	Widow, Charlotte Simeon, six children; Dalhousie.
Ditto ditto ...	Brevet-Colonel R. Renny, C. B. ...	11th ditto	Oudh ...	Intestate..	Widow, Mary Hamilton Nesbitt Renny, six children; eldest son H. G. Renny, Assistant District Superintendent, Bengal Police.
42nd Foot ...	Assistant Surgeon J. T. Tulloch, M. D. ...	16th ditto	Murree.		

Calcutta, the 9th August 1867.

NOTICE

Is hereby given that the amounts on account of the estates of deceased European Commissioned and Non-Commissioned Officers and Soldiers, as specified in the Statements published below, have been received by the undersigned, to whom all claims by creditors against the respective properties of the deceased, are to be submitted within two calendar months from the date of this Notice:—

Statement of Deposit made at the Presidency Pay Office, on account of the estate of a deceased European Commissioned Officer of Her Majesty's British Military Service, during the month of July 1867.

Date of Deposit.	On whose account.	Rank.	Corps.	General number.	Date of decease.	Testate or Intestate.	Amount of monies accruing from the adjustment of Estate.	Amount of Donation Batta due to Estate.	Total unclaimed amount deposited.	HOW DISPOSED OF.			Rate of Exchange.	REMARKS.
										Amount paid in India.	Amount retained in India.	In Co.'s Rupees.	Equivalent in Sterling.	
23rd July 1867	Commissioned Officer.	(a)—Edward Smyth Mercer ...	Lieutenant	H. M.'s 94th Foot ...	...	25th April 1867	Intestate	...	Rs. As. P. 271 0 0	...	...	...	...	...
		Total Rs. ...	...	...	...	...	...	...	Rs. As. P. 271 0 0	...	...	...	...	...

(a)—Father, local Lieutenant-Colonel Edward Smyth Mercer, Her Majesty's 94th Foot. Administrator General administering.

FORT WILLIAM,  
PAY OFFICE;  
The 31st July 1867.

A. HUNTER, Lieut.-Col.,  
Offg. Presidency Pay Master.



*Statement of Deposits made at the Presidency Pay Office, on account of estates of deceased European Commissioned and Non-Commissioned Officers and Soldiers of Her Majesty's Indian Military Service, during the month of July 1867.*

Date of Deposit.	On whose account.	Rank.	Corps.	General number.	Date of decease.	Testate or Intestate.	Amount of monies accruing from the adjustment of Estates.		Amount of Donation.	Total unclaimed amount deposited.	HOW DISPOSED OF.				Rate of Exchange.	REMARKS.
							Rs.	As. P.			Amount paid in India.	Amount retained in India.	In Co.'s Rupees.	Equivalent in Sterling.		
4th July 1867	Commissioned Officers.															
	(a) William Drummond Robert Short	Lieut.-Col.	Royal (Bengal) Engrs.	...	12th Dec. 1866...	Intestate.	194	13 1	...	194 13 1						
8th ditto	(b) { Frederick William Glasford	Lieutenant.	General List of Infy., and 1st Wing Subaltern, 9th Regt., N.I.	...	7th May 1867	Ditto	405	11 5	...	405 11 5						
30th ditto	Ditto	Ditto		...	Ditto	Ditto	54	11 6	...	54 11 6						
9th ditto	(c) James Sykes	Major	Bengal Staff Corps.	...	7th April 1867	Ditto	61	10 8	...	61 10 8						
	Non-Commissioned Officers and men.															
2nd July 1867	(d) Coleman Foley	Private	European Invd. Bn.	...	10th May 1867	Intestate.	17	0 11	...	17 0 11						
17th ditto	(e) Eugene John Tennant	Ditto	Bengal Sap. & Miners	...	21st Sept. 1866	Ditto	13	0 9	...	13 0 9						
24th ditto	(f) Thomas Hulme	Sergt.-Major	Late 22nd N.I.	...	9th June 1867	Ditto	90	9 0	...	90 9 0						
30th ditto	(g) Fred. Jasper Hall	Sergeant	Barrack Department.	...	12th Feb. 1867	Testate	50	6 0	...	50 6 0						
31st ditto	(h) Timothy Bellamore	Hospl. Appt.	Sub. Medical Dept.	...	14th April 1867	Not known	111	3 8	...	111 3 8						
	Total Rs.	...	...	...	...	...	999	3 0	...	999 3 0						

(d) Next-of-kin, not known.  
(e) Ditto ditto.  
(f) Ditto ditto.  
(g) Widow, Anna Elizabeth Hall; 7, Bradmore Street, Bradmore, Hammersmith.  
(h) Next-of-kin, Mrs. Eliza Rooney, aunt, widow; Chunar.

(a) Next-of-kin, widow, Catherine Elizabeth Short; children, W. H. A. Short, E. E. M. T. Short, F. J. E. Short, E. G. M. Short, A. M. B. Short, A. E. A. Short.  
(b) Next-of-kin, step-brother, Captain C. L. R. Glasford, Bombay Staff Corps, Deputy Commissioner, Upper Godavery District, Central Provinces. Administrator General administering.  
(c) Caroline Anne Sykes, sister and executrix. Messrs. Grindley and Co. administering.

PAY OFFICE;

FORT WILLIAM,

The 31st July 1867.

A. HUNTER, Lieut.-Col.,

Offg. Presidency Pay Master.

H. K. BURNE, Lieut.-Col.,

Offg. Secy. to the Govt. of India.

## PUBLIC WORKS DEPARTMENT.

## NOTIFICATIONS.

## Establishment.

Simla, the 10th August 1867.

No. 216.

*Statement of Monthly Accounts that have been received in the Office of the Accountant General, Public Works Department, up to the 31st day of July 1867.*

Order of Merit.	Accounting Officers.	Last month for which received.	Date of Receipt.
1	Controller, Hyderabad ... ..	May 1867 ... ..	23rd July 1867.
1	" " for the Berars ... ..	Ditto ... ..	Ditto.
3	" Mysore ... ..	Ditto ... ..	25th July 1867.
4	" " for Coorg ... ..	April 1867 ... ..	11th June 1867.
5	" Central Provinces ... ..	Ditto ... ..	10th July 1867.
6	" Bengal ... ..	Ditto ... ..	20th "
7	" British Burmah ... ..	Ditto ... ..	26th "
8	" Oudh ... ..	March 1867 ... ..	1st "
9	" N. W. Provinces, for Rajpootana ... ..	Ditto ... ..	2nd "
9	" " for Central India ... ..	Ditto ... ..	Ditto.
11	" Punjab ... ..	Ditto ... ..	8th July 1867.
12	" Bombay ... ..	Ditto ... ..	10th "
13	" N. W. Provinces ... ..	Ditto ... ..	11th "
14	" Madras ... ..	Ditto ... ..	15th "

The 12th August 1867.

No. 217.

Mr. A. B. Gatherer, Assistant Engineer, 2nd Grade, Mysore, has passed an examination in Canarese, equivalent to the Lower Standard in Hindoostani.

No. 218.

Baboo Heera Lall Banerjee, Overseer, 2nd Grade, is transferred from the North-Western Provinces to Bengal.

The 13th August 1867.

No. 219.

Major F. J. Davies, Executive Engineer, 2nd Grade, Upper Assam Division, has been appointed to officiate as Superintending Engineer in Bengal as a temporary arrangement, consequent on Captain de Bourbel's departure on leave.

No. 220.

The following orders by the Government of Bengal are confirmed by the Governor General in Council :—

No. 227, dated 5th July 1867.—Major F. H. Cobbe, R. A., Officiating Superintending Engineer, South-Eastern Circle, to assume temporary charge of the Assam Circle in addition to his own duties, pending the appointment of a Superintending Engineer to that Circle, or until further orders.

No. 249, dated 30th July 1867.—Mr. H. Leonard, Superintending Engineer, 1st Class, 2nd Grade, to assume charge of the South-Eastern Circle from the 18th July 1867.

Major F. H. Cobbe, R. A., Officiating Superintending Engineer, 2nd Class, 2nd Grade, to officiate as Assistant to the Chief Engineer, Bengal, and Officiating Assistant Secretary in this Department, from the 18th July 1867, retaining his

departmental rank as Officiating Superintending Engineer during the absence of the Chief Engineer and Secretary with the Lieutenant-Governor.

The 15th August 1867.

No. 221.

Mr. M. H. Dalton, Accountant, 3rd Grade, is transferred from Bengal to the North-Western Provinces.

## Revenue—Forest.

The 14th August 1867.

No. 11F.

The services of Mr. H. Leeds, Conservator of Forests in British Burmah, are placed at the disposal of the Government of Bengal with the view of his being appointed Conservator of Forests, subject to the confirmation by the Secretary of State for India, of the constitution of that appointment.

C. H. DICKENS, Col., R. A.,

Secy. to the Govt. of India.

## GAZETTE OF INDIA.

## NOTIFICATION.

The 26th April 1867.

The Viceroy and Members of the Government of India having left the Presidency for Simla, it is hereby notified that on and after the 4th May until further notice, the *Gazette of India* will be published at Simla on the morning of every Saturday.

All communications other than remittances intended for the *Gazette* should be addressed to the "Superintendent, *Gazette of India*, Simla."

Remittances should be sent to the Calcutta Office.



## SILVER BALANCE IN THE MINT.

Balance of Bullion under assay, or remaining to be assayed, on the morning of the 29th July 1867 ... ..	49,847
Deduct error in valuation on the 23rd July 1867 ... ..	38,000
	<hr/> 11,847
29th July 1867, tendered ... ..	.....
	<hr/> 11,847
Certificates issued ... ..	.....
Balance ... ..	11,847
30th July 1867, tendered ... ..	1,255
	<hr/> 13,102
Certificates issued ... ..	2,041
Balance ... ..	15,143
31st July 1867, tendered ... ..	.....
	<hr/> 15,143
Certificates issued ... ..	7,628
Balance ... ..	7,515
1st August 1867, tendered ... ..	.....
	<hr/> 7,515
Certificates issued ... ..	.....
Balance ... ..	7,515
2nd August 1867, tendered ... ..	21,816
	<hr/> 29,331
Certificates issued ... ..	.....
Balance ... ..	29,331
3rd August 1867, tendered ... ..	1,010
	<hr/> 30,341
Certificates issued ... ..	.....
Balance ... ..	30,341
Add difference in value between tender and certificates ... ..	4,425
Balance of bullion under assay, or remaining to be assayed ... ..	25,916
	<hr/>
Note.—Value of silver remaining for coinage at end of week in the Mint ... ..	28,51,792
Deduct value of silver appertaining to the Currency Department... ..	27,61,717
	<hr/>
Balance ... ..	90,075

CALCUTTA MINT, }  
The 7th August 1867. }

J. A. BALLARD,  
Offg. Mint Master.

## CURRENCY NOTES.

*Extract from Financial Department Notification No. 1004A., dated Simla, 30th July 1866.*

Para. 9.—“The person making the statement respecting a lost or destroyed Note, or portion of Note, will be required to advertise its loss (free of charge) *thrice* at least in the *Official Gazette* of the Presidency or place where or within which the Note is payable, and *once* in the *Gazette of India*.”

## Lost.

First half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A27—17058, for Rs. 20.

W. H. PATTERSON.

Half Notes Nos. A25—93374, 96100, 93394, 71428, 64966, 64470, 95638, 64954, 87297, of the 14th May 1862, for Rs. 20 each.

GRINDLAY & Co.

In transit between Umritsur and Lahore, the following Government Currency Notes of the Lahore Circle:—

Nos. A18—72423, 72424, 72422, 72421, of 10 Rs. each.

BHADUR CHUND  
and HURSHAI MULL.

The following half of Government Currency Note—intimation of loss given to Currency Office, Calcutta:—

No. A28—31009, for Rs. 1,000.

BHOOM SING.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A9—37175, for Rs. 20.

CALOORAM JOHARMULL.

Half Notes Nos. A35—45140, 45141, 45142, and 45143, of the 16th May 1865, for Rs. 50 each.

GRINDLAY & Co.

The right halves of Government Currency Notes—intimation of which has been given to the Currency Office:—

Nos. A38—36218 for Rs. 100, and A23—91459 for Rs. 50.

GOPAL CHUNDER GHOSE.

Second half of Note No. A26—39154, May 15th, 1862, Lahore Circle, for Rs. 20.

Second half of Note No. A13—92627, 16th July 1861, Lahore Circle, for Rs. 100.

J. W. I. STOCKWELL.

Right halves of Currency Notes Nos. A34—21021, and A34—53097, for Rs. 20 each.

RAKHAI CHURN HALDAR.

In transit by Post between Lucknow and Meerut, half of Nagpore Circle Currency Note No. A23—60763, for Rs. 50, dated Calcutta, 17th May 1862.

ALI BUX.

In transit by Post, left half of the Currency Note No. A8—14271, for Rs. 10.

MOHUN LALL MULLICK.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad :—

No. A18—30193, for Rs. 10.  
 „ A33—92011, „ 20.  
 „ A18—83654, „ 100.

JAMES WARWICK.

In transit (on the 13th of July 1867) by Post, Government Currency Notes of Allahabad Circle :—

Nos. A18—17842, and A18—36477, for Rs. 10 each.

Payment of the above Notes has been stopped.

J. H. BRADLEY.

First halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad :—

No. A18—17568, for Rs. 10.  
 „ A18—27397, „ 10.  
 „ A18—32919, „ 10.

E. Y. KELLETT, *Surgeon*,  
 101st Regiment.

First half of the following Currency Note—intimation of loss given to the Currency Office, Lahore :—

No. A23—23236, 17th May 1862, Lahore Circle, for Rs. 50.

E. Y. KELLETT, *Surgeon*,  
 101st Regiment.

Second half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad :—

No. A23—74919, for Rs. 50.

GUNGAPERSAUD & Co.

#### Lost or Stolen.

The following Currency Note—intimation of loss given to the Currency Office, Calcutta :—

No. A34—05129, for Rs. 20.

SHAMA CHURN GOOHO.

Second halves of the following Government Currency Notes :—

Nos. A17—77903 and A17—56007 (2 Notes), for Rs. 10 each, of the Nagpore Circle.  
 No. A25—74434, for Rs. 20, of the Calcutta Circle.  
 Nos. A19—80780 and A7—11414 (2 Notes), for Rs. 10 each, of the Calcutta Circle.

Payment has been stopped at the respective Currency Offices.

J. D. DAWSON.

The undermentioned Currency Notes, Lahore Circle :—

No. A30—36462 }  
 „ A13—85283 } for Rs. 100 each.  
 „ A30—38474 }  
 „ A30—35630 }  
 „ A30—32983 }

R. B. TEELING.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta :—

No. A35—37921, for Rs. 50.

A. BROUGHAM.

In transit between Dalhousie and Meean-Meer, the left halves of Government Currency Notes, Lahore Circle, Nos. A12—11079 for Rs. 50, and A18—58114 for Rs. 10.

WILLIAM MICHELL,  
*Sub-Cond., Commt. Dept.,*  
*Meean-Meer.*

The halves of the following Currency Notes—intimation of loss given to the Currency Office, Calcutta :—

No. A34—12464, for Rs. 20.  
 „ A34—12413, „ 20.

KASSISUR GHOSE.

Halves of the following Currency Notes—intimation of loss given to the Currency Office, Calcutta :—

No. A20—72946, for Rs. 10.  
 „ A27—22671, „ 20.

E. A. FORBES.

First halves of the following Currency Notes—intimation of loss given to the Currency Office, Calcutta :—

No. A8—21396, dated 10th July 1861, Rs. 10.  
 „ A31—25470, dated 6th May 1865, Rs. 10.

HAROLD & Co.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta :—

No. A38—28184, for Rs. 100.

RAMESHUR GHOSE,  
*for MOULVIE ALLIE BUX.*

#### Stolen.

Intimation of theft has been given to Currency Office :—

No. C34—51678, for Rs. 100, Bombay Circle.

SAML. J. JOSEPHS.

#### Notice.

Application has been made to the Currency Office, Calcutta, for payment of a Currency Note wrongly joined as follows :—

No. A24—07878 }  
 „ A24—02411 } one Note for Rs. 50.

RAMDHONE MOOKERJEE,  
*for RAMGOPAUL DEY.*



## ADVERTISEMENTS.

## BANK OF BENGAL.

## NOTICE.

At the Annual General Meeting of Proprietors of the Bank of Bengal on Monday, the 5th August 1867, agreeably to the 33rd Section of the Charter (Act IV. of 1862)—

- No. 1.—Copy of the Statement of the Balance of the Bank on the 31st December 1866, transmitted to Government agreeably to the 31st Section of the Charter (Act IV. of 1862).  
 No. 2.—Directors' Report on the said Statement, dated 16th January 1867, printed for the use of the Proprietors.  
 No. 3.—Copy of the Statement of the Balance of the Bank, dated 29th June 1867, transmitted to Government agreeably to the aforesaid Section of the Charter.  
 No. 4.—Directors' Report on the said Statement, dated 17th July 1867, printed for the use of the Proprietors.  
 No. 5.—Statement of the Profits for six months, *viz.*, from 1st July to 31st December 1866.  
 No. 6.—Statement of the Profits for six months, *viz.*, from 1st January to 29th June 1867.  
 No. 7.—Statement of the whole Profits for twelve months, *viz.*, from 1st July 1866 to 29th June 1867.  
 No. 8.—List of Proprietors.

Edward F. Harrison, Esq., having been called to the chair—

The Secretary, by order of the Directors, put into his hand the papers noted in the margin, relative to the business for the twelve months ended 30th June last.

On the motion of the chairman, seconded by Dr. Chuckerbutty, the accounts were unanimously passed and approved.

On the motion of Dr. Chuckerbutty the thanks of the Meeting were unanimously voted to the Directors, to the Secretary and Treasurer, and other Officers of the Bank.

Thanks were then voted to the Chairman and the meeting terminated.

EDWARD F. HARRISON,  
Chairman.

## BENGAL CIVIL FUND.

*At a Half-yearly General Meeting of Subscribers to the Bengal Civil Fund, held at the Town Hall on Wednesday, the 31st July 1867:*

## PRESENT:

THE HON'BLE F. B. KEMP.  
 THE HON'BLE W. S. SETON-KARR.  
 THE HON'BLE L. S. JACKSON.  
 H. D. SANDEMAN, Esq.  
 THE HON'BLE C. P. HOBHOUSE.  
 THE HON'BLE F. A. B. GLOVER.  
 E. F. HARRISON, Esq.

R. B. CHAPMAN, Esq.  
 A. V. PALMER, Esq.  
 W. CORNELL, Esq.  
 A. SMITH, Esq.  
 C. D. FIELD, Esq.  
 H. L. HARRISON, Esq.  
 A. MACKENZIE, Esq.

THE HON'BLE L. S. JACKSON *in the Chair.*

Read the following Report submitted by the Managers:—

"The Managers submit their proceedings for the past half-year for the consideration and sanction of the Meeting.

"Subject to the approval of the Subscribers, they have admitted to the benefits of the Fund under the new Rules the following families, *viz.*:—

Mrs. Bathoe ... .. £ 300

"The widow of the late Mr. C. Bathoe (formerly C. Gubbins), who died in England on the 31st December last.

Mrs. Pigou ... .. £ 300

Three children ... .. " 300

"The widow and three children (two daughters and a son) of the late Mr. A. Pigou, who died at Hooghly on the 12th April last.

£ 600

"The votes of the Subscribers have affirmed the resolutions passed by the last General Meeting of Subscribers for the grant to Mr. Edmond of the pension proposed by the Managers; the votes for the grant of a pension being 104, and against the grant 4.

"The amendment proposed in Article 21 of the Rules was also affirmed by 103 votes: no opposition being offered.

"Mr. J. M. Lister has incurred the penalty (under Article 6 of the Rules) of exclusion from the benefits of the Fund of a son, whose birth, on the 3rd September 1864, was not reported within the prescribed six months. It was explained that Messrs. Grindlay and Co. were requested in September 1864 to report the birth, which they neglected to do. Mr. Lister was requested to obtain a certified copy of his letter to them, but this he has failed to produce.

"Mr. E. E. Lewis has likewise incurred the penalty of exclusion from the benefits of the Fund of his eldest son, born 9th September 1864.

"Mr. Lewis states that he reported the birth of his son to Mr. Monteath a few days after the occurrence. After the communication he was removed from Rajshaye, but on his way through Calcutta he saw Mr. Monteath, who told him he had still to report the name. He believes he made some mistake in his letter of announcement in addressing Mr. Monteath as a personal friend instead of as Secretary; but certainly (he says) there was no omission on his part to report the birth. Mr. Monteath has admitted the fact of the birth having been reported to him, but adds that the letter containing the information may have been regarded by him as a private one, owing to the nearness of relationship between Mr. Lewis and himself. These cases are submitted for the decision of the Meeting.

"The Managers have to report the resignation of the office of Honorary Secretary by Mr. Monteath. They cannot permit this opportunity to pass without expressing the very high sense which they entertain of the valuable service which Mr. Monteath has rendered to the Funds during the past five years. The peculiar abilities which he brought to the performance of his duties, and the unwearied assiduity with which he has discharged them, have been throughout acknowledged by the Managers and the Service at large, and the Managers would now propose that a vote of thanks be awarded him by this Meeting. Mr. Monteath has voluntarily agreed to dispose of, and prepare for consideration, the various questions of importance which were pending at the time of his resignation.

"The Managers have, in anticipation of the sanction of this Meeting, invited Mr. Monteath to join their body and fill the place rendered vacant by the election of Mr. A. Mackenzie to succeed Mr. Monteath in the post of Secretary to the Funds.

"The Managers are glad to be able to inform the Meeting that effect has now been given to the conversion of Rupees 8,95,744 of the balance of the Fund bearing interest at 4 per cent., into capital of a like amount bearing interest at 8 per cent. This transaction will appear in the accounts of the Fund for 1866-67, which will be published in the proceedings of January next.

"The Managers have also much pleasure in announcing that the Secretary of State has granted the two concessions asked for in their Secretary's letter of the 10th January last, *viz.*, the allowing of 5 per cent. interest on the additional capital of the Fund, and an uniform rate of exchange of 2s. to the Rupee.

"The advantages to the Fund of these concessions are very considerable, and will probably at no remote date enable the Managers, with the consent of the Members, to take steps for either increasing the benefits of, or reducing the subscriptions to, the Fund. In laying before the Meeting a Minute on this subject by Mr. A. M. Monteath, the Managers would wish it to be distinctly understood that the time has, in their opinion, not yet come for taking action upon the suggestions therein made; but they are anxious that Subscribers should be fully informed of the present favorable position and prospects of the Fund, so that they may be prepared to assist the Managers by suggestions when the question is ripe for disposal."

See Appendix A. In laying before the Meeting a Minute on this subject by Mr. A. M. Monteath, the Managers would wish it to be distinctly understood that the time has, in their opinion, not yet come for taking action upon the suggestions therein made; but they are anxious that Subscribers should be fully informed of the present favorable position and prospects of the Fund, so that they may be prepared to assist the Managers by suggestions when the question is ripe for disposal."

1. Resolved unanimously that the proceedings of the Managers in admitting the widow of the late Mr. C. Bathoe, and the widow and family of the late Mr. A. Pigon to the benefits of the Fund, be confirmed.

2. Proposed by the Hon'ble Mr. Seton-Karr, seconded by the Hon'ble Mr. Hobhouse, and carried unanimously, that on Mr. J. M. Lister's paying a fine of Rupees 100, and arrears of subscription with interest at 8 per cent., his son, born in September 1864, be placed on the Fund Registers.

3. Proposed by Mr. A. Smith, and seconded by the Hon'ble Mr. Hobhouse, and carried unanimously, that on Mr. E. E. Lewis's paying any arrears of subscription due with interest, his son, born in September 1864, be placed on the Fund Registers; in his case the fine being held not to have been incurred, what was intended to be a due notice of birth having been given to the late Secretary.

4. The Chairman then drew the attention of the Meeting to the many and valuable services rendered to the Fund by Mr. Monteath.

Proposed by the Hon'ble Mr. Kemp, seconded by the Hon'ble Mr. Hobhouse, and carried unanimously, that a cordial vote of thanks to the late Secretary to the Fund, Mr. A. M. Monteath, be recorded in the Fund proceedings, and conveyed to Mr. Monteath, as some acknowledgment of the unwearied assiduity and consummate ability displayed by him in the conduct of the affairs of the Fund during the five years of his Secretaryship.

5. Proposed by the Hon'ble Mr. Glover, and seconded by the Hon'ble Mr. Kemp, and carried unanimously, that Mr. Monteath be elected a Manager of the Fund.

6. The Chairman then drew the attention of the Meeting to the important announcement made by the Managers in regard to the improved state and prospects of the Fund. While deprecating any hasty action in the way of reducing subscriptions or increasing benefits, he thought it very desirable that Members should carefully consider Mr. Monteath's Minute so as to be prepared to say what course they would prefer to adopt when they were assured on competent professional advice of the extent to which such modifications could be safely carried.

This view was adopted by the Meeting.

A vote of thanks was passed to the Chairman.

BENGAL CIVIL FUND OFFICE, }  
The 31st July 1867. }

L. S. JACKSON,  
Chairman.

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# The Gazette of India.

Published by Authority.

SIMLA, SATURDAY, AUGUST 24, 1867.

## HOME DEPARTMENT.

### LEGISLATIVE.

The following Bill was introduced into the Council of the Governor General of India for the purpose of making Laws and Regulations on the 31st July 1867, and was referred to a Select Committee with instructions to make their report thereon in six weeks:—

No. 21 OF 1867.

*A Bill to define the rights of Talukdars and others in certain estates in Oudh, and to regulate the succession thereto.*

WHEREAS, after the re-occupation of Oudh by the British Government in the year 1858, the proprietary right in divers estates in that Province was, under certain conditions, conferred by the British Government upon certain Talukdars and others; and whereas doubts may arise as to the nature of the rights of the said Talukdars and others in such estates, and as to the course of succession thereto; and whereas it is expedient to prevent such doubts, and to regulate such course and to provide for such other matters connected therewith as are hereinafter mentioned; It is hereby enacted as follows:—

#### I.—Preliminary.

1. This Act may be cited as "The Oudh Estates Act, 1867," and shall extend only to the estates hereinafter referred to.
2. In this Act, unless there be something repugnant in the subject or context,—
  - "Immoveable property" includes land, benefits to arise out of land, and things attached to the earth, or permanently fastened to anything which is attached to the earth;
  - "Transfer" means an alienation *inter vivos*;
  - "Will" means the legal declaration of the intentions of the testator with respect to his property affected by this Act, which he desires to be carried into effect after his death;

"Codicil" means an instrument made in relation to a Will, and explaining, altering, or adding to its dispositions: It is considered as forming an additional part of the Will;

"Signed." "Signed" applies to the affixing of a mark;

"Registered" means registered according to the provisions of the law relating to the registration of assurances for the time being in force in Oudh;

"Minor" means any person who shall not have completed the age of eighteen years, and "minority" means the status of such person;

"Talukdar" means any person who has acquired the proprietary right in an estate in the manner mentioned in Section 4, or who is referred to in Section 5, and whose name is entered in the first of the lists mentioned in Section 7;

"Grantee" means any person, other than a Talukdar, upon whom the proprietary right in an estate has been conferred by a special grant of the British Government, as a reward for faithful and loyal service, and whose name is entered in the fifth or sixth of the lists mentioned in Section 7;

"Estate" means the taluka or land acquired or held by a Talukdar in the manner mentioned in Section 4, or Section 5, or the land conferred by a special grant of the British Government upon a Grantee;

"Heir" means a person who inherits property otherwise than as a widow, under the special provisions of this Act; and "legatee" means a person to whom property is bequeathed under the same provisions;

"Month" means a month reckoned according to the British Calendar;

"Section." "Section" means a section of this Act;

Words importing the singular number include the plural, words importing the plural number include the singular, words importing the male sex include females; words expressing relationship denote only legitimate relatives, but apply to children in the womb who are afterwards born alive: words expressing



collateral relationship apply alike to relatives of the full and half blood.

3. Nothing in this Act shall affect the provisions of Act XVI of 1865, (to remove doubts as to the jurisdiction of the Revenue Courts in Oudh in suits relating to land, and to enlarge the period of limitation in such suits) or of Act XIII of 1866, (to exempt certain suits in Oudh from the operation of the rules of limitation in force in that Province), or of Act XXVI of 1866, (to legalize the rules made by the Chief Commissioner of Oudh for the better determination of certain claims of subordinate proprietors in that Province).

## II.—Rights of Talukdárs.

4. Every Talukdár with whom a summary settlement of the Government revenue was made between the 1st day of April 1858 and the 10th day of October 1859, shall be deemed to have thereby acquired a permanent, heritable, and transferable right in the estate comprising the villages and lands named in the list attached to the agreement or kabúliyat executed by such Talukdár when such settlement was made, subject to all the conditions affecting him contained in the orders passed by the Governor General of India on the 10th and 19th days of October 1859, and re-published in the first schedule annexed to this Act, and subject also to all the conditions contained in the form of sanad ordered by the Governor General of India on the 19th day of October 1859 to be adopted for grants to Talukdárs in Oudh, and re-published in the same schedule.

5. Every person whose lands were specially exempted from confiscation by the Proclamation issued in Oudh in the month of March 1858 by order of the Governor General of India, and whose names are contained in the second schedule annexed to this Act, shall be deemed to possess in the lands which such person held as proprietor on the 13th day of February 1856, the same right and title which he would have possessed therein if he had acquired the same in the manner mentioned in Section 4; and he shall be deemed to hold the same, subject to all the conditions affecting Talukdárs which are referred to in the said section, and to be a Talukdár for all the purposes of this Act.

6. In all cases in which an estate has been conferred by the British Government upon a Grantee, all subordinate rights in such estate shall be deemed to have been maintained in the same manner as if such estate had been acquired by a Talukdár in the manner mentioned in Section 4.

## III.—Lists of Talukdárs and Grantees.

7. Within six months after the passing of this Act, the Chief Commissioner of Oudh, subject to such instructions as he may receive from the Governor General of India in Council, shall cause to be prepared six lists namely:—

*First.*—A list of all persons who are to be considered Talukdárs within the meaning of this Act;

*Second.*—A list of the Talukdárs whose estates, according to the custom of the family, on an before the 13th day of February 1856, devolved upon a single heir;

*Third.*—A list of the Talukdárs, not included in the second of such lists, to whom sanads or grants have been given or made by the British Government, declaring that the succession to the estates comprised in such sanad or grants, shall thereafter be regulated by the rule of primogeniture;

*Fourth.*—A list of the Talukdárs to whom the provisions of Section 22 are applicable;

*Fifth.*—A list of the Grantees to whom sanads or grants have been given or made by the British Government, declaring that the succession to the estates comprised on such sanads or grants shall thereafter be regulated by the rule of primogeniture;

*Sixth.*—A list of the Grantees to whom the provisions of Section 22 are applicable.

8. When the lists mentioned in the last preceding section shall have been approved by the Chief Commissioner of Oudh, they shall be published in the *Gazette of India*. After such publication, the first and second of the said lists shall not, except in the manner provided by Section 23 or Section 24, as the case may be, be liable to any alteration in respect of any names entered therein. If at any time after the publication of the said lists, it shall appear to the Governor General of India in Council, that the name of any person has been wrongly omitted from any of the said lists, the Governor General in Council may order the name to be inserted in in the proper list, and such name shall be published in the *Gazette of India* in a supplementary list, and such person shall be treated in all respects as if his name had been included in the list first published.

9. No persons shall be considered Talukdárs or Grantees within the meaning of this Act, other than the persons named in such original or supplementary lists as aforesaid. The Courts shall take judicial notice of the said lists and shall not question their correctness.

## IV.—Powers of Talukdárs and Grantees to transfer and bequeath.

10. Subject to the provisions of this Act, and to all the conditions under which the estate was conferred by the British Government, every Talukdár and Grantee and every heir and legatee of a Talukdár and Grantee, of sound mind and not a minor, shall be competent to transfer the whole or any portion of his estate, or of his right and interest therein, during his lifetime, by sale, exchange, mortgage, lease or gift, and to bequeath by his will to any person the whole or any portion of such estate, right and interest.

11. No transfer or bequest under this Act shall be valid whereby the vesting of the thing transferred or bequeathed may be delayed beyond the life-time of one or more persons living at the decease of the transferee or testator and the minority of some person who shall be in existence at the expiration of that period, and to whom, if

he attains full age, the thing transferred or bequeathed is to belong.

12. No Talukdár or Grantee, and no heir or legatee of a Talukdár or Grantee, shall have power to give or bequeath his estate, or any portion thereof, or any interest therein, to any person not being either—

(1.) a person who, under the provisions of this Act, would have succeeded to such estate if such Talukdár or Grantee, heir or legatee, had died intestate, or

(2.) a person who would have succeeded to such estate, or to a portion thereof, or to an interest therein, if this Act had not been passed, and if the succession to such estate were regulated by such law as would have been applicable thereto if no special provisions had been made in the orders or sanad by which the estate was acquired or granted,

Except by an instrument of gift or a will, executed and attested not less than twelve months before the death of the donor or testator, in manner herein provided in the case of a gift or will, as the case may be, and registered within four months from the date of its execution. Any such gift may be revoked in the same manner and within the same time, in and within which a gift may be revoked under Section 17.

13. If any Talukdár or Grantee shall heretofore have transferred or bequeathed, or shall hereafter transfer or bequeath to any person the whole or any portion of his estate, and such person would have succeeded according to the provisions of this Act to the estate or to a portion thereof, if the Talukdár or Grantee had died intestate, such person and his heirs and legatees shall have the same rights and powers in regard to the transfer or bequest of the property to which he or they may have become entitled under such transfer or bequest, and shall hold the same subject to the same conditions and to the same rules of succession, as such Talukdár or Grantee.

14. If any Talukdár or Grantee shall heretofore have transferred or bequeathed, or shall hereafter transfer or bequeath to any person the whole or any portion of his estate, and such person would not have succeeded, according to the provisions of this Act, to the estate or to a portion thereof, if the Talukdár or Grantee had died intestate, the succession to the property so transferred or bequeathed shall be regulated by the rules which would have governed the succession to such property, if the transferee or legatee had bought the same from a person not being a Talukdár or Grantee.

15. No transfer of any estate, or of any portion thereof, or of any interest therein, made by a Talukdár or Grantee, or by his heir or legatee under the provisions of this Act, shall be valid unless made by an instrument in writing signed by the transferor and attested by two or more witnesses.

#### V.—*Gifts inter vivos.*

16. If any such transfer be made by gift, the gift shall not be valid unless it be made absolutely and without conditions, so as to include the whole interest of the donor in

the property transferred, nor unless within six months after the execution of the instrument of gift, the gift be followed by delivery by the donor of possession of the property comprised therein, nor unless the instrument shall have been registered within four months from the date of its execution.

17. No Talukdár or Grantee, and no heir or legatee of a Talukdár or Grantee, having a child, parent, brother, unmarried sister or a nephew being the naturally born son of a brother of such Talukdár, Grantee, heir or legatee, shall have power to give his estate, or any portion thereof, or interest therein, to religious or charitable uses, except by an instrument of gift executed not less than twelve months before his death, and subject to the provisions contained in Section 16. Such Talukdár, Grantee, heir or legatee, may at any time within twelve months after delivery of possession, revoke such gift. Such revocation shall be made by an instrument in writing, signed, attested and registered in the manner required by Sections 15 and 16.

#### VI.—*Testamentary Succession.*

18. Sections 46, 48, 49, 50, 51, 54, 55, and 57 to 77 (both inclusive), and Sections 82, 83, 85, 88 to 98 (both inclusive) of the Indian Succession Act (No. X of 1865), shall apply to all wills and codicils made by any Talukdár or Grantee, or by his heir or legatee, under the provisions of this Act, for the purpose of bequeathing to any person his estate, or any portion thereof, or any interest therein: Provided that marriage shall not revoke any such will or codicil.

In applying the said Sections to wills and codicils made under this Act, all words hereinbefore defined, and occurring in such sections, shall (unless there be something repugnant in the subject or context) be deemed to have the same meaning as this Act has attached to such words respectively.

19. No Talukdár or Grantee, and no heir or legatee of a Talukdár or Grantee, having a child, parent, brother, unmarried sister or a nephew, being the naturally born son of a brother of such Talukdár or Grantee, shall have power to bequeath his estate or any part thereof or any interest therein to religious or charitable uses, except by a will executed not less than twelve months before his death, and registered within four months from the date of its execution.

#### VII.—*Intestate Succession.*

20. If any Talukdár or Grantee whose name shall be inserted in the second, third, or fifth of the lists referred to in Section 7, or his heir or legatee, shall die intestate as to his estate, such estate, together with all immoveable property comprised therein, shall descend as follows, viz.:—

(1).—To the eldest son of such Talukdár or Grantee, heir or legatee, and his male lineal descendants, subject to the same conditions and in the same manner as the estate was held by the deceased.

(2).—Or if such eldest son of such Talukdár or Grantee, heir or legatee, shall have died in his life-



time, leaving male lineal descendants, then to the eldest and every other son of such eldest son, successively, according to their respective seniorities, and their respective lineal descendants, subject as aforesaid :

(3).—Or if such eldest son of such Talukdár or Grantee, heir or legatee, shall have died in his father's life-time without leaving male lineal descendants, then to the second and every other son of the said Talukdár or Grantee, heir or legatee, successively according to their respective seniorities, and their respective lineal descendants, subject as aforesaid.

(4).—Or in default of any such son or descendants then to such person as the said Talukdár or Grantee, heir or legatee, shall have adopted by a writing executed and attested in manner required in case of a will and registered, subject as aforesaid.

(5).—Or in default of such adopted son, then to the nearest collateral male relative of such Talukdár or Grantee, heir or legatee, subject as aforesaid.

(6).—Or in default of any such male relative, then to the widow of the deceased Talukdár or Grantee, heir or legatee; or, if there be more widows than one, to the widow first married to such Talukdár or Grantee, heir or legatee, for her life-time only.

(7).—And upon the death of such widow, then to such son as the said widow shall have adopted by a writing executed and attested in manner required in case of a will and registered, subject as aforesaid.

(8).—Or on the death of such first married widow and in default of a son adopted by her as aforesaid, then to the other widow, if any, of such Talukdár or Grantee, heir or legatee, next in order of marriage, for her life, and on the death of such other widow to a son adopted by her as aforesaid; or in default of such adopted son then to the other surviving widows according to their respective seniorities as widows, for their respective lives, and on their respective deaths to the sons so adopted by them respectively, subject as aforesaid.

(9).—Or in default of any such widow, or of any son so adopted by her, then to such persons as would have been entitled to succeed to the estate under the general or local law which would have been applicable thereto, if this Act had not passed and if no special provisions in this behalf had been made in the orders or sanad by which such estate was acquired or granted.

Nothing contained in the former part of this section shall be construed to limit the power of alienation conferred by Section 10, or (except as to the requirements of writing and registration) to alter the law in force as to adoption.

21. In any case in which a Talukdár or Grantee, or his heir or legatee as aforesaid, shall leave at his death, without having made due provision for their maintenance, widows, children, or other relatives who would have been entitled to maintenance under the general or local law that would have been applicable to such case if this Act had not been passed, and if no special provisions in this behalf had been made in the orders or sanad by which such estate was acquired or granted, such widows, children, or other relatives shall be entitled (so long as they do not succeed under this Act) to receive such provision for maintenance as they would have been entitled to

receive under such general or local law as aforesaid, and may enforce the payment of such provision in such manner as they might have enforced the same in case this Act had not been passed.

Every son of such Talukdár or Grantee, heir or legatee, shall also be entitled to receive, in addition to such maintenance, a reasonable annual provision on account of his education, during his minority. Payments of such provision may be enforced in the same manner as payments for maintenance may be enforced as aforesaid.

22. Except in the cases provided for by Section 20, the succession to all property left by Talukdárs and Grantees and their heirs and legatees dying intestate, shall be regulated by the general or local law which would have been applicable thereto if this Act had not been passed, and as if no special provisions in this behalf had been made in the orders or sanad by which such property was acquired or granted, and as if the title to such property had been acquired under such general or local law.

#### VIII.—Miscellaneous.

23. Any Talukdár or Grantee whose name has been entered in the third or fifth of the lists referred to in Section 7, or his heir or legatee, may, at any time hereafter present to the Chief Commissioner of Oudh a declaration in writing, executed and registered in the manner required by this Act for the execution and registration of an instrument of gift, that he is desirous that the succession to his estate shall, in case of his intestacy, cease to be regulated in the manner described in Section 20, and that it shall in future be regulated by the general or local law which would have been applicable to his estate if this Act had not been passed, and as if nothing regarding the rule of primogeniture had been inserted in the orders or sanad or grant under which he received his estate from the British Government. On receiving such declaration, the said Chief Commissioner shall cause to be inserted the name of such Talukdár or Grantee, heir or legatee in the fourth or sixth (as the case may be) of the lists referred to in Section 7, and shall cause a note thereof to be made in the proper place in the third or fifth (as the case may be) of the said lists, and the succession to such estate shall thenceforward, in case of intestacy, be regulated in the manner provided by Section 22.

24. Any Talukdár or Grantee, heir or legatee, may, at any time hereafter present to the Chief Commissioner of Oudh a declaration in writing, executed and registered in the manner required by this Act for the execution and registration of instruments of gift, that he is desirous that his estate should in future be held subject to all the conditions of the general or local law which would have been applicable to his estate if this Act had not been passed, and as if no special provisions in this behalf had been made in the orders or sanad by which such estate was acquired or granted, and as if he had inherited such estate under such general or local law. On receiving such declaration, the Chief Commissioner shall cause a note thereof to be made in the proper places in each of the lists

referred to in Section 7 in which the name of such Talukdár or Grantee, heir or legatee, has been entered, and thenceforward none of the provisions of this Act shall apply to such estate, and such Talukdár or Grantee, heir or legatee, shall thenceforward hold the same subject in all respects to the conditions of the general or local law which would have been applicable thereto if such estate had been inherited by such Talukdár or Grantee, heir or legatee, under such general or local law.

25. Nothing hereinbefore contained shall affect any right which the creditors of any person making a transfer or bequest under the provisions of this Act, would have possessed as against the property comprised in such transfer or bequest if this Act had not been passed.

Saving of rights of creditors.

## SCHEDULES.

### FIRST SCHEDULE.

#### I.

From C. BEADON, Esq., Secretary to the Government of India, Foreign Department, to C. J. WINGFIELD, Esq., Chief Commissioner of Oudh,—(No. 6268, dated 10th October 1859).

I AM directed by the Governor General in Council to acknowledge the receipt of your Secretary's letters noted in the margin, relative to the talukdari settlement of Oudh.

No. 1091, dated the 4th June.  
No. 1377, dated the 15th July.

2. His Excellency in Council, agreeing with you as to the expediency of removing all doubts as to the intention of the Government to maintain the Talukdars in possession of the Talukas for which they have been permitted to engage, is pleased to declare that every Talukdar with whom a summary settlement has been made since the re-occupation of the province, has thereby acquired a permanent hereditary and transferable proprietary right, viz., in the Taluka for which he has engaged, including the perpetual privilege of engaging with the Government for the revenue of the Taluka.

3. This right is, however, conceded, subject to any measure which the Government may think proper to take for the purpose of protecting the inferior Zemindars and village occupants from extortion, and of upholding their rights in the soil in subordination to the Talukdárs.

4. The Governor General in Council desires that you will have ready, by His Excellency's arrival at Lucknow, a list of the Talukdárs upon whom a permanent proprietary right has now been conferred; and that you will prepare sanads to be issued to these Talukdárs at that time. The sanads will be given by, and will run in the name of, the Chief Commissioner, acting under the authority of the Governor General.

5. I am directed to add that, as regards Zemindars and others, not being Talukdárs, with whom a summary settlement has been made, the orders conveyed in the limitation Circular No. 31 of the 28th of January 1859, must not be strictly observed. Opportunity must be allowed at the next settlement to all disappointed claimants to bring forward their claims, and all such claims must be heard and disposed of in the usual manner.

#### II.

From C. BEADON, Esq., Secretary to the Government of India, Foreign Department, with the Governor General, to Chief Commissioner, Oudh,—(No. 23, dated 19th October 1859).

I am directed by His Excellency the Governor General to acknowledge the receipt of your demi-official letter of the 15th instant, enclosing a form of sanad to be given to the Talukdárs of Oudh, granting them a full and permanent proprietary right in the Talukas for which they have severally been permitted to engage at the summary settlement.

2. This form of sanad is generally approved, and a revised copy, with some few alterations, is herewith enclosed for adoption and for careful translation into the Hindustáni language, in which the sanads will be prepared.

3. The sanads declare that while, on the one hand, the Government has conferred on the Talukdárs and on their heirs for ever the full proprietary right in their respective estates, subject only to the payment of the annual revenue that may be imposed from time to time, and to certain conditions of loyalty and good service, on the other hand, all persons holding an interest in the land under the Talukdárs will be secured in the possession of the subordinate rights which they have heretofore enjoyed.

4. The meaning of this is, that when a regular settlement of the province is made, wherever it is found that Zemindárs or other persons have held an interest in the soil intermediate between the Ryot and the Talukdár, the amount or proportion payable by the intermediate holder to the Talukdár, and the net jama finally payable by the Talukdár to the Government, will be fixed and recorded after careful and detailed survey and enquiry into each case, and will remain unchanged during the currency of the settlement, the Talukdár being, of course, free to improve his income and the value of his property by the reclamation of waste lands (unless in cases where usage has given the liberty of reclamation to the Zemindar), and by other measures of which he will receive the full benefit at the end of the settlement. Where leases (pattas) are given to the subordinate Zemindars, they will be given by the Talukdar, not by the Government.

5. This being the position in which the Talukdars will be placed, they cannot, with any show of reason, complain if the Government takes effectual steps to re-establish and maintain in subordination to them the former rights, as those existed in 1855, of other persons whose connexion with the soil is in many cases more intimate and more ancient than theirs; and it is obvious that the only effectual protection which the Government can extend to these inferior holders, is to define and record their rights and to limit the demand of the Talukdár as against such persons during the currency of the settlement to the amount fixed by the Government as the basis of its own revenue demand.

6. What the duration of the settlement shall be, and what proportion of the rent shall be allowed in each case to Zemindárs and Talukdars, are questions to be determined at the time of settlement.

The Governor General agrees in your observation that it is a bad principle to create two classes of recognized proprietors in one estate, and it is



likely to lead to the alienation of a larger proportion of the land revenue than if there were only one such class. But whilst the talukdári tenure, notwithstanding this drawback, is about to be recognized and re-established, because it is consonant with the feelings and traditions of the whole people of Oudh, the zemindari tenure intermediate between the tenures of the Talukdar and the Ryot is not a new creation, and it is a tenure which, in the opinion of the Governor General, must be protected.

### III.

KNOW ALL MEN that whereas by the Proclamation of March 1858 by His Excellency the Right Hon'ble the Viceroy and Governor General of India, all proprietary rights in the soil of Oudh, with a few special exceptions, were confiscated and passed to the British Government, which became free to dispose of them as it pleased, I, CHARLES JOHN WINGFIELD, Chief Commissioner of Oudh, under the authority of His Excellency the Governor General of India in Council, do hereby confer on you the full proprietary right, title and possession of the Estate of \_\_\_\_\_

\_\_\_\_\_ consisting of the villages as per List attached to the *Kabúliyat* you have executed, of which the present Government revenue is \_\_\_\_\_

THEREFORE this sanad is given you in order that it may be known to all whom it may concern, that the above estate has been conferred upon you and your heirs for ever, subject to the payment of such annual revenue as may from time to time be imposed, and to the conditions of surrendering all arms, destroying all forts, preventing and reporting crime, rendering any service you may be called upon to perform, and of showing constant good faith, loyalty, zeal, and attachment to the British Government according to the provisions of the engagement which you have executed, the breach of any one of which at any time shall be held to annul the right and title now conferred on you and your heirs.

It is also a condition of this grant that you will, so far as is in your power, promote the agricultural prosperity of your estate, and that all holding under you shall be secured in the possession of all the subordinate rights they formerly enjoyed. As long as the above obligations are observed by you and your heirs in good faith, so long will the British Government maintain you and your heirs as proprietors of the abovementioned estate, in confirmation of which I herewith attach my seal and signature.

### SECOND SCHEDULE.

- (1).—Drighijeh Singh, Rajah of Bulrampore.
- (2).—Koolwunt Singh, Rajah of Pudnaha.
- (3).—Rao Hurdeo Buksh Singh, of Kutiaree.
- (4).—Kashee Purshad, Talukdar of Sissaindee.
- (5).—Zubr Singh, Zemindar of Gopal Khair.
- (6).—Chundee Lal, Zemindar of Moraon (Baiswara).

### STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to give the force of law to the arrangements made with the Talukdars of Oudh by the Government of Lord Canning.

In respect of the more important principles involved, the provisions of the Bill correspond with those of a Bill introduced with a similar object by Lord Canning shortly before he left India in 1862, but which was not afterwards proceeded with.

The rights of the Talukdars in the estates referred to in this Bill, are derived entirely from grants made by the British Government. The nature of these rights is described in the orders of the Governor General of India issued on the 10th October and 19th October 1859, and in the sanads, or grants, made, in accordance with those orders, to the Talukdars. There can be no question that those orders, in all essential respects at least, have received from the Indian Councils' Act the force of law, but there are matters of much importance for which these orders do not sufficiently provide, and regarding which there is danger of future discussion and litigation. It is therefore thought desirable to remove by legislation all doubts upon this subject, and to define clearly the rights which the Talukdars actually possess in their estates.

Section 4 of the Bill is intended to give the force of law to everything contained in the sanads of the Talukdars, and in the orders under which the sanads were issued.

After these grants had been made, orders were issued by the Governor General to the effect that succession to the estates of Talukdars should, in certain cases, be regulated by the rule of primogeniture. It is believed that these orders have received, from the Indian Councils' Act, the force of law; but they contained nothing regarding the manner in which this new rule of succession was to be actually applied; the general principle was affirmed, and that was all.

The rules now proposed for regulating succession in cases of intestacy, follow, with no essential difference, those contained in the Bill introduced by Lord Canning in 1862.

The rule regarding succession by primogeniture was approved by Lord Canning for the avowed reason that it would tend to preserve to Oudh an aristocracy connected with the land. But he not only objected to allow any system of entail, but he refused to restrict in any way the power which he considered had been given to every Talukdar of disposing of the whole, or of any portion of his estate, as he pleased, by sale, or mortgage, or gift during his life-time, or by will to take effect after his death. The result has been that the property of the Talukdars in these estates altogether differs in its nature from that which they would have possessed, if these special conditions had not been laid down, for under the Hindú, or Muhammadan, or local law, the power of disposing of ancestral property is restricted within narrow limits.

Many of the Talukdars considered, and Sir Charles Wingfield, the late Chief Commissioner, held the same opinion very strongly, that this unlimited power of disposing of landed property would infallibly lead to the breaking up of those family estates which it was the avowed object of the Government to preserve, and they considered that restrictions ought to be put upon this power, similar to those which would have been applicable under the Hindú or Muhammadan law. With the view of meeting these objections, without setting aside the conditions to which Lord Canning thought it necessary to adhere, the Bill proposes, in Section 12, that if a Talukdar desire to transfer by gift, or to bequeath the estate granted

to him by the British Government, or any portion of it, to any person not being either the legal heir or the person who would have been the legal heir if this Act had not been passed, he can only do so by an instrument of gift or by a will executed not less than twelve months before his death, and publicly registered. Similar provisions are proposed in cases in which a Talukdar desires to transfer his estate, or any portion of it, to religious or charitable uses.

If any Talukdar consider that these provisions are not likely to prove a sufficient safeguard against the danger that his estate may hereafter be broken up, or if he object to them on other grounds, he will be able, under Section 24, to replace his estate under the operation of the Hindú, or Muhammadan, or local law, which would have been applicable if he had inherited the estate according to the former custom of his family.

Under Section 23 of the Bill, any Talukdar to whose estate the rule of primogeniture did not formerly apply, but whose sanad now makes that rule obligatory, may revert to the rule of succession followed in his family before the sanad was granted. This, it is believed, will be in accordance with the wishes of some of the Talukdars, who, although they desire to retain the powers given to them by their sanads, disapprove of the change that has been made in the rules by which succession to their estates has hitherto been regulated.

The landed property of the Talukdars is at present, in cases of succession, exposed to serious danger in consequence of the absence of any legal provisions regarding the execution of wills. The unlimited power of disposing of their property by will having been given to the Talukdars, and wills being hardly known to the Hindú, or Muhammadan, or local law acknowledged in Oudh, it has become a matter of great importance to provide by law how this power of bequest is to be exercised, and to afford some security that the real intentions of testators shall be carried out. It is believed that no better course can be followed than to apply to the wills made by Talukdars, for the purpose of disposing of estates given to them by the British Government, those provisions of the Indian Succession Act (Act X of 1866) which appear suitable.

Section 5 is intended to remove doubts regarding the legal position of those persons whose estates were specially exempted from confiscation by the Proclamation issued by the Governor General in March 1858. The provisions of this section are believed to be in complete accordance with the intentions of Lord Canning, although no distinct orders were issued by him on the subject.

Some portions of the Bill refer to the estates bestowed by the British Government upon certain frontees in reward for faithful and loyal service rendered during the rebellion. In respect of these states, it is believed that the Bill follows strictly the intentions of Lord Canning.

The other provisions of the Bill do not appear to require explanation in this Statement. Some of them have been taken, with more or less alteration, from the Indian Succession Act, or from the Bill introduced by Lord Canning in 1862.

SIMLA, }  
The 23rd July 1867. } JOHN STRACHEY.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

Simla, the 13th August 1867.

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

*A Bill for the Suppression of Frauds in the Cotton Trade.*

WHEREAS it is expedient to provide for the suppression of fraudulent practices in the Cotton Trade; It is hereby enacted as follows:—

I.—Preliminary.

1. This Act may be called "The Cotton Frauds Act, 1867."
  2. The Governor General of India in Council may extend this Act to the whole or such part of the Territories under any Local Government as shall be specified in that behalf by notification in the *Gazette of India*.
  3. In this Act—unless there be something repugnant in the subject or context,—
 

Interpretation Clause.	"Bale" means any package of cotton;
"Bale."	"Gin" means any machine used for the purpose of cleaning cotton;
"Gin."	"Press" means any kind of machinery used for the purpose of compressing cotton;
"Press."	"Imprisonment" means imprisonment of either description as defined in the Indian Penal Code;
"Imprisonment."	"Section" means a Section of this Act;
"Section."	"British India" means the Territories which are or shall be vested in Her Majesty by the Statute 21 & 22 Vic. Cap. 106 ( <i>An Act for the better government of India</i> ), other than the Settlement of Prince of Wales' Island, Singapore and Malacca;
"British India."	"Foreign export" means export out of British India;
"Foreign export."	Words denoting males include females: words in the singular number include the plural and <i>vice versa</i> ;
"Gender."	
"Number."	
- And wherever this Act shall operate, 'Local Government' means the person authorized by law to administer Executive Government therein, and includes a Chief Commissioner.

II.—Licenses for Cotton Presses.

4. From the day on which this Act shall be declared by notice in the *Gazette of India* to be in operation in any territories or districts, no press shall be used in such territories or districts for the purpose of compressing cotton, without a license obtained in the manner and subject to the conditions hereinafter mentioned.

No cotton-press to be worked without license.



5. Licenses for the working of cotton-presses may be granted by the Collector of the District within which such presses are to be worked, to any persons who the Collector may be satisfied are in possession of the presses for the licenses of which they apply.

Every such license shall expire and shall be renewable upon the first day of January in the year next ensuing the year in which it was granted or last renewed.

The Collector may, for reasons which he shall state in writing under his signature to the person applying for any such license or renewal, refuse to grant or to renew the license of any press.

6. For all purposes of this Act, a licensee shall be held to be the owner of the press for which he has obtained a license.

7. Every license issued under this Act shall specify the number of presses for which the same is granted, the place in which they are situate, and the power employed for working them, according to a written statement which shall accompany the application for such license; and for every press so licensed, or the license of

which shall be so renewed, a fee shall be levied at the rate set forth in the Schedule to this Act annexed.

Upon the removal to another place of a press comprised in any license, or upon change of the power employed for working such press, it shall be necessary for the licensee to obtain a new license in respect of the press, subject to the conditions aforesaid.

8. Every applicant for a license under this Act shall lodge with the Collector, a cloth, parchment, or paper, impressed or marked either with some distinctive mark not less than one foot square, or with his name, or that of his firm or company, in letters not less than one inch and a half long. Such name shall be in the English language, and also in such other vernacular language (if any) as the Local Government shall direct in this behalf, and the name or mark shall be called a press-mark.

Upon the grant of such license the licensee shall mark with the press-mark every bale compressed by any press in his possession or comprised in the license, and the press-mark shall be affixed to the wrapper or cloth underlying the fastenings or bands of the bale.

### III.—Inspectors of Cotton.

9. The Local Government may appoint such and so many Officers, to be styled Inspectors of Cotton, as shall appear expedient.

It shall be the duty of such Officers to suppress the use of unlicensed presses and to examine cotton brought for compression or kept or offered for sale. In the execution of this duty the Inspectors shall at all times have access to every building or enclosure within which any cotton is stored, or any gin or press at work, or

To have access to stores presses and gins.

prepared for work, is situate; and if the licensee of any press or his servant or agent, shall be convicted of having offered any obstruction to such Inspector in the execution of his duty, his license may be adjudged by a Magistrate to be suspended for such fixed time as the Magistrate shall think fit, or to have become void.

10. The Inspectors may seize and detain all cotton with respect to which any offence under this Act shall appear to have been committed, and may give such cotton into the custody of any Police Officer.

Every Police Officer shall be bound at the request of any Inspector to assist him in seizing and detaining such cotton, and in bringing the offender to justice.

11. Any Magistrate may grant a warrant authorising an Inspector to open any bale finally pressed for foreign export, and thereupon the Inspector may open the same accordingly; but no Inspector shall, without such warrant, open a bale so pressed as last aforesaid.

12. The Inspectors shall, in their official capacities, be subject, in any seaport to which this Act may apply, to the orders of the Commissioner of Customs, and in all other places to which this Act shall apply, to the orders of the Collector of the District in which they hold their appointments, or in which they are for the time being employed.

The Local Government may suspend or dismiss any Inspector for neglect or misconduct in the discharge of his duty.

### IV.—Fees.

13. Upon every bale of cotton exported from any territories to which this Act shall have been extended under Section 2, there shall be levied such fee as the Governor General of India in Council shall from time to time notify in the *Gazette of India*.

Such fees may be levied at such place or places within British India (whether or not this Act shall have been expressly extended to the territories in which such place or places is or are situate) as the Governor General of India in Council shall from time to time notify as aforesaid.

14. Whenever any such fee shall be levied at a seaport within the territories of any Local Government other than the Local Government from whose territories the cotton was originally exported, the former shall transmit to the latter Government the whole or such portion of the fee as the Governor General of India in Council shall from time to time notify as aforesaid.

15. All such fees levied by the Local Government from whose territories the cotton shall have been originally exported, and (in case they are levied by another Local Government under the directions of the Governor General of India in Council as aforesaid) all or such portion of the fees as aforesaid, shall be paid to the credit of a fund to be termed the "Cotton Improvement Fund," which shall be

established by each Local Government to whose territories this Act shall have been extended, and shall be devoted solely to carrying out the objects of this Act.

#### V.—Penalties.

16. Whoever adulterates or deteriorates cotton by mixing therewith any seed, dirt, stones, or other foreign matter, or who fraudulently or dishonestly mixes cleaned and uncleaned cotton, or cotton of different varieties in one bale, or who fraudulently or dishonestly, by exposing cotton to dew or by any other means, deceptively increases or attempts to increase the weight of the same, shall be punished with imprisonment for a term not exceeding twelve months, and shall also be liable to fine.

17. Whoever fraudulently or dishonestly sells, or keeps or offers for sale, any cotton adulterated, deteriorated, or deceptively increased in weight, as aforesaid, shall be punished with imprisonment for a term not exceeding twelve months, or with fine, or with both.

18. All cotton which shall have formed the subject of a conviction under Section 16 or Section 17 shall be confiscated.

19. Whoever without such license as is mentioned in Section 4 works or attempts to work any such press as is referred to in the same Section shall be liable to a fine not exceeding one thousand Rupees.

20. Whoever after such refusal as is mentioned in Section 5 works or attempts to work the press in respect of which the refusal has been made, shall be liable to a fine not exceeding one thousand Rupees.

21. Whoever neglects to obtain a new license under the circumstances mentioned in Section 7, shall be liable to a fine not exceeding one thousand Rupees.

22. Any licensee failing to mark any such bale compressed as aforesaid, shall be liable to a fine not exceeding one hundred Rupees, and his license, if it be so adjudged by the Magistrate, shall be suspended for such fixed time as the Magistrate shall think fit, or shall become void as to all presses comprised therein.

23. Whoever counterfeits or imitates any press-mark, for the use of which a license under this Act shall have been granted, or packs any bale in any cloth or wrapper bearing a press-mark which he shall not have been licensed to employ, shall be punished with imprisonment for a term which may extend to two years, or with fine, or with both.

24. Whoever offers for compression cotton adulterated, or deteriorated, or mixed as described in Section 16, shall be liable to a fine not exceeding one thousand Rupees, and all such cotton shall be confiscated.

25. Whoever abets, within the meaning of the Indian Penal Code, any offence made punishable by this Act, shall be punished with the punishment herein provided for such offence.

26. No person shall be proceeded against for any offence under this Act except by summons on information laid by an Inspector of Cotton or some other person.

27. All offences against this Act may be tried, and all confiscations and fines under its provisions may be adjudicated, by any Magistrate with powers not inferior to those of a subordinate Magistrate of the first Class.

All such fines may be levied by distraint and sale of the offender's goods by warrant under the hand of the convicting Magistrate, and shall otherwise be subject to the rules in relation to fines and the commutation and levy thereof prescribed by the Penal Code and the Code of Criminal Procedure:

Provided that, in the infliction of the penalties provided by this Act, no Magistrate shall exceed the limits of his ordinary criminal jurisdiction; and that all fines and fees levied, and the proceeds of all cotton confiscated, under this Act, shall be carried to the credit of the Cotton Improvement Fund established by the Local Government within whose Territories such levy or confiscation shall have been made.

#### VI.—Miscellaneous.

28. Nothing herein contained shall affect the right of any person defrauded by an offender against this Act to sue him in the Civil courts.

29. All or any of the powers and duties conferred and imposed by this Act on a Collector may be exercised and performed by such other Officer as the Local Government shall from time to time appoint in this behalf. Every person shall be legally bound to furnish information to any officer so appointed when required by him to do so.

30. The Local Government may from time to time, with the previous sanction of the Governor General of India in Council, make rules for the guidance of officers in matters connected with the enforcement of this Act, and alter and add to the rules so made: Provided that such rules, alterations, and additions are not inconsistent with any of the provisions herein contained.

#### SCHEDULE.

Fees leviable.

	Rs.
For every press worked by steam or any power other than animal or manual labour ... ..	5
For every press worked by animal, or animal and manual, labour ... ..	2
For every press worked by manual labour alone ... ..	1

#### STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to apply to the whole of British India, other than the Lower Provinces of Bengal, and the Presidencies of Madras and Bombay, provisions similar to those contained in the



Bombay Cotton Frauds' Act (No. IX of 1863), an enactment which, in the opinion not only of the local authorities, but also of the Liverpool and Manchester Chambers of Commerce, has been decidedly successful.

The Cotton Frauds' Act now extends only to Bombay and Berar; and from these territories the Central Provinces, in which no such Act is in force, are divided only by an imaginary line. Under these circumstances, the non-application of any such law encourages adulteration at the borders, and the same practice, with all its injurious effect on the commerce of the country, is likely, unless checked by some such measure as the proposed Bill, to increase with the extension of the Railway system. As regards the North-Western Provinces, the Calcutta Chamber of Commerce has already pressed the application of the law to those territories; and there can be little doubt that its immediate extension thereto would be desirable, although the urgent need for the law will not arise until the Railway shall have connected the North-West with the great cotton-port of Bombay.

As the proposed measure will directly benefit both the grower and the exporter, it is right that it should pay its own expenses, and these the Bill proposes to raise by an inspection-fee prescribed by the Governor General in Council, which, however, there is no intention of regarding as a source of revenue. The Local Government of any Province, having a port of export, will most conveniently levy the fee in the form of an export-duty. In the case of the inland Provinces the fee will also, as a rule, be levied as an export-duty, but by the Local Government of the port (including, for this purpose, Calcutta, Madras, and Bombay) to which the cotton is brought for exportation. In all such cases the latter Government will refund to the Government of the inland Province so much of the export-duty as may represent the fee chargeable by such Government. Provision is, however, made for the inland Government (if this should seem more convenient) itself levying the fee at such place or places within its own territories as may be appointed by the Governor General in Council.

SIMLA, }  
The 2nd August 1867. H. S. MAINE.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

Simla, the 21st August 1867.

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

*A Bill to provide temporary assistance to the Financial Commissioner of the Panjáb.*

WHEREAS, owing to the state of business in the Court of the Financial Commissioner of the Panjáb, it is expedient to give him some temporary assistance in the disposal of appeals now pending before him, or which, within such time as hereinafter mentioned, shall be presented in his Court; It is hereby enacted as follows:—

1. The Lieutenant-Governor of the Panjáb may, with the previous sanction of the Governor General of India in Council, appoint an officer to be styled the Additional Financial Commissioner of the Panjáb, who shall hold his office during the pleasure of the said Lieutenant-Governor.

2. The said Financial Commissioner may, from time to time so long as this Act shall remain in force, cause a list of the appeals which he may wish to be transferred from his Court to the Court of the said Additional Financial Commissioner, to be prepared and sent to the said Lieutenant-Governor; and such Lieutenant-Governor may, if he think fit, order all or any of such appeals to be transferred accordingly.

3. The procedure of the Additional Financial Commissioner in appeals so transferred, shall be regulated by the rules relating to Civil Procedure for the time being in force in the Panjáb, and his orders on such appeals shall have the same effect to all intents and purposes as if they had been made by the said Financial Commissioner.

4. The Additional Financial Commissioner shall hold his sittings at such place in the Panjáb as the Lieutenant-Governor shall from time to time appoint.

5. This Act shall come into operation on the day of 1867, and shall remain in force until the day of 1868, or until such subsequent day (if any) as the Governor General of India in Council shall notify in the *Gazette of India*: Provided that as to such appeals (if any) as shall, on or before the day last-mentioned, have been transferred under the provisions herein contained, and shall not have been disposed of by the Additional Financial Commissioner, this Act shall remain in force until such appeals shall have been disposed of as aforesaid.

#### STATEMENT OF OBJECTS AND REASONS.

The object of this Bill, which has been prepared at the urgent request of the Local Government, is to afford temporary relief to the Financial Commissioner of the Panjáb, who is unable to dispose with reasonable despatch of the numerous appeals now pending in his Court. The Bill provides for the appointment of an Additional Financial Commissioner, to whom will be transferred such appeals as the Financial Commissioner, with the concurrence of the Lieutenant-Governor, shall send him during the time that the proposed Act will remain in force. The Bill, if it become law, will (unless the Governor General in Council shall direct otherwise) remain in force only for six months, and for such further time (if any) as may be necessary to dispose of appeals transferred under its provisions.

SIMLA, }  
The 14th August 1867. H. S. MAINE.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Dept. (Legislative).

*Simla, the 22nd August 1867.*

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

*A Bill for shortening the language used in Acts of the Governor General of India in Council and for other purposes.*

WHEREAS it is expedient to shorten the language used in Acts made by the Governor General of India in Council, and to make certain provisions relating to such Acts; It is hereby enacted as follows:—

- Short title. 1. This Act may be cited as "The General Clauses Act, 1867."
2. In this Act and in all Acts made by the Governor General of India in Council after this Act shall have come into operation,—
- Interpretation clause. unless there be something repugnant in the subject or context,—
- (1.) Words importing the masculine gender, shall be taken to include females;
- "Gender."
- (2.) Words in the singular shall include the plural, and vice versa;
- "Number."
- (3.) "Person" shall include any company, or association, or body of individuals whether incorporated or not;
- "Person."
- (4.) "Year" and "month" shall respectively mean a year and month reckoned according to the British calendar;
- "Year" and "month."
- (5.) "Immoveable property" shall include land, benefits to arise out of land, and things attached to the earth, or permanently fastened to anything attached to the earth;
- "Immoveable property."
- (6.) "Moveable property" shall mean property of every description, except immoveable property;
- "Moveable property."
- (7.) "Her Majesty" shall include her heirs and successors to the Crown;
- "Her Majesty."
- (8.) "British India" shall mean the territories for the time being vested in Her Majesty by the Statute 21 & 22 Vic., Cap. 106 (*An Act for the better government of India*), other than the Settlement of Prince of Wales' Island, Singapore, and Malacca;
- "British India."
- (9.) "Government of India" shall denote the Governor General of India in Council, or, during the absence of the Governor General of India from his Council, the President in Council, or the Governor General of India alone as regards the powers which may be lawfully exercised by them or him respectively;
- "Government of India."
- (10.) "Local Government" shall mean the person authorized by law to administer executive Government in the part of British

India in which the Act containing such expression shall operate, and shall include a Chief Commissioner;

- (11.) "High Court" shall mean the highest Civil Court of Appeal in such part;
- "High Court."
- (12.) "District Judge" shall mean the Judge of a principal Civil Court of original jurisdiction; but shall not include a High Court in the exercise of its ordinary original civil jurisdiction;
- "District Judge."
- (13.) "Magistrate" shall include all persons exercising all or any of the powers of a Magistrate under the Code of Criminal Procedure;
- "Magistrate."
- (14.) "Section" shall denote a section of the Act in which the word occurs;
- "Section."
- (15.) "Will" shall include a codicil and every writing making a voluntary posthumous distribution of property;
- "Will."
- (16.) "Obligation" shall denote any instrument by which one person binds himself absolutely or conditionally to pay money to another person;
- "Obligation."
- (17.) "Oath" shall include a solemn affirmation substituted by law for an oath;
- "Oath."
- (18.) "Imprisonment" shall mean imprisonment of either description as defined in the Indian Penal Code.
- "Imprisonment."
3. In all Acts made by the Governor General of India in Council after this Act shall have come into operation;—
- (1.) For the purpose of reviving, either wholly or partially, a Statute, Act or Regulation repealed, it shall be necessary expressly to state such purpose;
- Revival of repealed enactments.
- (2.) For the purpose of excluding the first in a series of days or any other period of time, it shall be sufficient to use the word "from:"
- Commencement of time.
- (3.) For the purpose of including the last in a series of days or any other period of time, it shall be sufficient to use the word "to:"
- Termination of time.
- (4.) For the purpose of expressing that a law relative to the chief or superior of an office, shall apply to the deputies or subordinates lawfully executing the duties of such office in the place of their superior, it shall be sufficient to prescribe the duty of the superior;
- Official chiefs and subordinates.
- (5.) For the purpose of indicating the relation of a law to the successors of any functionaries, or of corporations having perpetual succession, it shall be sufficient to express its relation to the functionaries or corporations: and
- Successors.
- (6.) For the purpose of indicating the application of a law to every person or number of persons for the time being executing the functions
- Substitution of functionaries.



of an office, it shall be sufficient to mention the official title of the officer at present executing such functions, or that of the officer by whom the functions are commonly executed.

4. The provisions of Sections 63 to 70, both inclusive, of the Indian Penal Code, and of Section 61 of the Code of Criminal Procedure, shall apply to all fines imposed under the authority of any Act hereafter to be passed, unless such Act shall contain an express provision to the contrary.

5. The repeal of any Statute, Act or Regulation, shall not affect anything done or any offence committed, or any fine or penalty incurred, or any proceedings commenced before the repealing Act shall have come into operation.

6. All Courts of Justice, whether exercising civil or any other jurisdiction, and all persons having by law or consent of parties authority to receive evidence, shall take judicial notice of all Acts heretofore made, or hereafter to be made, by the Governor General of India in Council, whether the same be of a public or of a private nature.

7. Any recital contained in any Act of the Governor General of India in Council heretofore made or hereafter to be made, shall be deemed by all such Courts and persons to be *prima facie* evidence of the truth of the fact recited.

#### STATEMENT OF OBJECTS AND REASONS.

A measure resembling the present has long been contemplated in the Legislative Department of the Government of India, but has been delayed from various causes, among which has been the impression that a series of clauses, having the same object as the Bill, might possibly be sent out by the Indian Law Commissioners.

Two Acts of Parliament, the stat. 7 Wm. IV and 1 Vic. Cap. 39 and the stat. 13 and 14 Vic. Cap. 21, have been passed to shorten the language of statutory enactments. The latter statute has not perhaps been sufficiently attended to in the drafting of subsequent English Acts, but the former, which relates to Scotland, is understood to have materially contributed to the abridgement of measures affecting that country. Similar enactments have recently been passed by the Councils of the Governor of Madras and of the Lieutenant-Governor of Bengal.

It is hoped that if this Bill become law, it will not only produce greater clearness and intelligibility in the Acts hereafter made by the Governor General of India in Council, but will also contribute to the attainment of uniformity in our laws, and save expense by the exclusion of many provisions now necessarily inserted. It provides, first, for the interpretation of some eighteen words and phrases in common use, and then for the non-revival of repealed enactments. It then contains rules as to commencement and termination of a period of time mentioned in an enactment. It provides for the cases of official chiefs and subordinates, successors of functionaries or corporations, and persons holding acting appointments. It prescribes

an uniform mode of recovering fines. And, lastly, it directs that judicial notice shall be taken of Acts and that a legislative recital shall be *prima facie* evidence of the truth of the fact recited.

SIMLA,  
The 9th August 1867.

H. S. MAINE.

WHITLEY STOKES,

Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

### HOME DEPARTMENT.

#### NOTIFICATIONS.

Simla, the 20th August 1867.

No. 3655.

APPOINTMENT.—The Governor General in Council is pleased to confirm the appointment made by the Hon'ble the Chief Justice of Mr. C. D. Field, as Registrar of the High Court at Fort William in Bengal, in its Appellate Jurisdiction, with effect from the 1st ultimo.

No. 3657.

APPOINTMENT.—Lieutenant H. W. Hastings, Assistant Commissioner of Barabunkee, in Oudh, to officiate as Cantonment Magistrate of Lucknow, during the absence on leave of Major W. T. McGrigor, or until further orders.

No. 3659.

APPOINTMENT.—Major O. L. Smith, District Superintendent of Police, Fyzabad, to officiate as Inspector General of Police in Oudh, from the date of Major De Symons Barrow's departure on leave, as a temporary arrangement, and until further orders.

No. 3661.

Lieutenant W. G. Carr, Madras Staff Corps, Assistant District Superintendent of Police in British Burmah, reported his arrival in Rangoon on the afternoon of the 11th ultimo.

No. 3663.

Lieutenant Horace Spearman, Officiating Assistant Secretary to the Chief Commissioner of British Burmah, held charge of the Office of Director of Public Instruction in British Burmah from the afternoon of the 19th February 1867 to the forenoon of the 22nd May 1867, in addition to his other duties.

No. 3667.

Captain W. Munro, Assistant Commissioner, 2nd Grade, in British Burmah, is invested with the powers of a Magistrate, described in Section 22 of Act XXV. of 1861.

## No. 3669.

Mr. W. B. Jones, Deputy Commissioner of Jubbulpore, in the Central Provinces, is invested with the powers described in Section 1 of Act XV. of 1862, to be exercised within the limits of the Jubbulpore District.

## No. 3671.

Captain M. P. Ricketts, Deputy Commissioner of Wurdah, in the Central Provinces, is invested with the powers described in Section 1 of Act XV. of 1862, to be exercised within the limits of the Wurdah District.

## No. 3673.

Doorga Dutt Shastree is appointed to be an Honorary Magistrate, and is invested with the powers of a Subordinate Magistrate of the 2nd Class, described in Section 22 of Act XXV. of 1861, to be exercised within the limits of the Town of Ruttunpore, in the Belaspore District of the Central Provinces.

## No. 3675.

Lieutenant-Colonel R. Ranken, Superintendent of the Government School of Industry, and of the Central Jail at Jubbulpore, in the Central Provinces, has obtained two months' privilege leave of absence from the 27th July 1867, or from such subsequent date as he may avail himself of the same.

The following arrangements are sanctioned during the absence of Lieutenant-Colonel Ranken:—

Assistant Surgeon W. R. Rice, M. D., Civil Assistant Surgeon, to officiate as Superintendent of the Central Jail at Jubbulpore, in addition to his own duties.

Lieutenant W. Vertue, Officiating Cantonment Magistrate, to officiate as Superintendent of the School of Industry at Jubbulpore, in addition to his own duties.

## No. 3677.

Mr. A. Tween, Assistant, Geological Survey of India, has reported his departure from India per Steam Ship *Mongolia*, which vessel was left by the Pilot at Sea on the 24th June last.

## No. 3678.

The Revd. H. W. Crofton, Chaplain of Rangoon, has obtained three months' privilege leave of absence from the date on which he may avail himself of the same.

## No. 3680.

The Revd. Francis Rodon Michell has been appointed by the Right Hon'ble the Secretary of State for India to be a Junior Chaplain on the Bengal Establishment.

Mr. Michell's appointment will take effect from the 12th instant.

## No. 3683.

The Revd. James Roberts has been appointed by the Right Hon'ble the Secretary of State for India to be an Assistant Chaplain of the Church of Scotland on the Bengal Establishment.

## No. 3685.

The Revd. John B. Patch, of the Bengal Ecclesiastical Establishment, has been permitted by the Right Hon'ble the Secretary of State to retire from the service from the 13th June last.

## No. 3687.

*Errata.*—In the classified list of Officers on the establishment of the Revenue Survey Department, published in Notification No. 1989, dated 5th ultimo, for "Mr. N. T. Davey, Surveyor, 3rd Grade, 1st April 1866," read "Mr. N. T. Davey, Surveyor, 2nd Grade, 1st November 1866;" and for "Mr. E. T. S. Johnson, Assistant Surveyor, 2nd Grade, 1st April 1866," read "Mr. E. T. S. Johnson, Assistant Surveyor, 1st Grade, 21st November 1866."

## No. 3691.

Under the authority vested in the Chief Commissioner of British Burmah by Section 48 of Act XXI. of 1863, Lieutenant-Colonel J. F. J. Stevenson, Commissioner of Pegu, received charge of the Office of Recorder of Rangoon, on the 1st ultimo, from Dr. W. H. Clarke.

Dr. Clarke, Recorder of Rangoon, reported his departure from Rangoon on the forenoon of the 17th ultimo, on the leave of absence granted to him in Notification No. 2826, dated the 27th ultimo.

*The 21st August 1867.*

## No. 3742.

The following Rules for the submission, receipt,

N. B.—These rules do not in any way affect or supersede orders issued on the same subject by the Military authorities for the guidance of the army.

and transmission of memorials and other papers of the same class, addressed to Her Majesty, or to the Secretary of State for India, by private individuals and public officers of all Civil Departments, are published for general information:—

*Rules for the submission, receipt, and transmission of Memorials, &c., addressed to Her Majesty's Government by individuals, public officers, &c., in India.*

I.—No memorial will be received or attended to by the Home Government which has not been forwarded through the regular channel of the Governments in India.

II.—Every memorial, &c., addressed to Her Majesty's Secretary of State for India, should be forwarded through the Local Government under which the writer is residing or employed, with the view of affording an opportunity to such Local Government of expressing an opinion, or offering an explanation; and each memorial should invariably be transmitted by the Local Government



with a full statement of facts and expression of opinion, to which the Government of India will add such remarks as may be necessary to enable the Home Government to dispose of the case.

III.—Memorials to the Secretary of State from individuals, &c., in the Madras and Bombay Presidencies, should be forwarded direct by those Governments to the Secretary of State, except such memorials as relate to pensions, salaries, gratuities, and leave of absence, which should be forwarded to the Secretary of State through the Government of India in the Financial Department.

IV.—Memorials to the Secretary of State from individuals, &c., in Bengal, the North-Western Provinces, and the Punjab, should be forwarded by the Lieutenant-Governors, with a Special Narrative or explanatory

\* Appeals by individuals from the orders of Lieutenant-Governors lie, in the first instance, to the Governor General in Council. An appeal to the Secretary of State will lie only in the event of an appeal to the Governor General in Council, having been rejected.

letter to the Government of India in the proper Department reviewing the facts and circumstances of the case, for transmission to the Secretary of State.\*

V.—Memorials to the Secretary of State from individuals, &c., in the minor Administrations, such as Oudh, the Central Provinces, British Burmah, Berar, Mysore, and Coorg, &c., should be forwarded by the Chief Commissioner, or other Officer charged with the administration of the

† In these minor Administrations also appeals by individuals from the orders of the Chief Commissioners, &c., lie, in the first instance, to the Governor General in Council, and thereafter to the Secretary of State.

Province, with a special report on the case, to the Government of India in the proper Department for transmission to the Secretary of State.†

VI.—Memorials addressed directly to Her Majesty should be forwarded through the Local Government or Administration under which the memorialist may be residing, or against whose act he may appeal. The Local Government or Administration will forward such memorials, with the necessary remarks, to the Government of India in the proper Department for submission through Her Majesty's Secretary of State to The Queen.

VII.—Every memorial should be accompanied by a letter requesting its transmission to the Home Government.

VIII.—No limit is fixed as to the time within which an appeal from an act or order of the Governments in India, must be preferred to the Home Government.

IX.—Memorials may be transmitted either in manuscript or in print, but must, with all accompanying documents, be properly authenticated by the signature of the Memorialist on each sheet.

X.—Memorials, together with their accompanying documents, should be in English. If the accompanying documents must necessarily be forwarded in the vernacular, an English translation should be appended, which should be certified as genuine by the signature of the memorialist.

N. B.—It will be well for the transmitting office to examine such translations, and if incorrect or faulty to notice the fact in sending on the memorial.

XI.—It is not necessary that memorials should be forwarded in duplicate and triplicate. The

originals will invariably be transmitted to England—a copy being made and retained by the Government in India, if necessary, for record.

XII.—As a general rule, the transmission to England of a memorial duly forwarded through the proper channel, will not be delayed by the Governments in India beyond a month after its receipt.

XIII.—The Governments and Administrations in India are vested with discretionary power to withhold the transmission of memorials addressed to Her Majesty, or to the Secretary of State, in the following cases:—

1.—When a memorial is couched in disrespectful or improper language.

2.—When a second memorial is presented after a decision has already been given by the authority to which it is addressed on the subject of it, and no new facts or circumstances are adduced which would afford grounds for a re-consideration of the case.

3.—When a memorial is a mere application for pecuniary assistance by a person manifestly possessing no claim.

4.—When a memorial is an application for employment under one of the Governments in India, from a person not belonging to the Covenanted Service.

5.—When a memorial is a mere appeal from a judicial decision.

6.—When a memorial is illegible or unintelligible.

7.—When a memorial is addressed by a person still in the public service, and has reference to his prospective claim to pension.

XIV.—A list of memorials the transmission of which may have been withheld under Rule XIII., will be forwarded quarterly to the Secretary of State.

HOME DEPT.,  
SIMLA, } (Sd.) E. C. BAYLEY,  
The 15th Aug. 1867. } Secy. to the Govt. of India.

The 22nd August 1867.

No. 3796.

Mr. J. Treacy, Assistant Commissioner, 1st Grade, British Burmah, is invested with the powers of a Magistrate described in Section 22 of Act XXV. of 1861.

No. 3798.

Mr. H. W. Bowen, Officiating District Superintendent of Police, Hyderabad Assigned Districts, received charge of the Akola Police Office from Lieutenant F. W. Grant, District Superintendent of Police, on the forenoon of the 5th ultimo.

No. 3800.

The Revd. W. H. Gale, appointed a Junior Chaplain on the Bengal Establishment, reported his arrival on the 10th instant per ship *Golconda*.

Mr. Gale's services are placed at the disposal of the Government of Bengal.

No. 3804.

Rae Sookloll Sing, Extra Assistant Commissioner at Jubbulpore, in the Central Provinces, is invested with the powers of a subordinate Magistrate of the 1st Class, described in Section 22 of Act XXV. of 1861.

No. 3806.

The Governor General in Council is pleased to permit Mr. J. A. Loch to resign the Civil Service from the 1st September 1867.

*The 23rd August 1867.*

No. 3828.

Under the provisions of Act XXXII. of 1867, the Governor General in Council is pleased to delegate to the Chief Commissioner of Oudh the powers of a Local Government, described in the following Sections of Act XXV. of 1861:—

Section 23.	Section 394.
„ 49.	„ 395.
„ 51.	„ 396.
„ 390.	„ 397.

E. C. BAYLEY,

*Secy. to the Govt. of India.***FOREIGN DEPARTMENT.****NOTIFICATIONS.****Military.***Simla, the 21st August 1867.*

No. 156.

APPOINTMENTS.—Lieutenant J. Colledge, 1st Squadron Subaltern, 2nd Regiment, Central India Horse, will officiate as 3rd Squadron Officer during the absence of Major J. D. Hall, or until further orders.

Lieutenant A. F. Taylor, 2nd Squadron Subaltern, 2nd Regiment, Central India Horse, will officiate as 1st Squadron Subaltern.

**General.***The 23rd August 1867.*

No. 1430.

APPOINTMENTS.—The following appointments are made in the Oudh Commission:—

Captain H. S. V. Fisher, Assistant Commissioner, to act as Deputy Commissioner of Seetapore, during Mr. H. G. Ross's absence on leave.

Lieutenant R. H. de Montmorency, Assistant Commissioner, to act as Deputy Commissioner of Oonao, during Captain C. R. Shaw's absence on leave.

Mr. A. F. Millett, Assistant Settlement Officer, to act as Settlement Officer of Baraitech, during Captain E. G. Clark's absence on leave.

W. MUIR,

*Foreign Secretary.***FINANCIAL DEPARTMENT.****NOTIFICATION.***Simla, the 23rd August 1867.*

No. 2258.

Mr. R. A. Sterndale made over charge of the Office of Assistant Commissioner of Paper Currency, Exchange Department, Calcutta, to Mr. E. Gay on the afternoon of the 28th June 1867.

E. H. LUSHINGTON,

*Secy. to the Govt. of India.***MILITARY DEPARTMENT.***Simla, the 17th August 1867.*

No. 810 of 1867.—Under the authority of the Right Hon'ble the Secretary of State for India, Major H. L. Gleig, of the Bengal Staff Corps, is placed on the retired list from the 12th August 1867, and will receive the half pay of his rank, viz., 9s. 6d. a day.

No. 811 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

**PUNJAB FRONTIER FORCE.***5th Punjab Infantry:*

Captain E. B. Ward, of the late 48th Regiment, Native Infantry, late District Superintendent of Police, Oudh, to officiate as 1st Wing Subaltern, vice Lieutenant Perry, officiating in a higher grade.

*The 19th August 1867.*

No. 812 of 1867.—The undermentioned Officer has reported his departure on the date specified opposite to his name:—

2nd Captain S. T. Trevor, of the Royal Engineers, G. G. O. No. 781 of 1867 ...	} <i>Nubia,</i> 9th August 1867.

No. 813 of 1867.—The undermentioned Officer is permitted to proceed to Europe on furlough on private affairs:—

Major John Baillie, of the Bengal Staff Corps ...	} For two years, embarking at Bombay.

No. 814 of 1867.—With reference to the Notification issued by the Government of Bengal, dated 12th instant, the services of Lieutenant J. A. Low, of the Royal Artillery, Officiating Assistant Commissioner, Assam, are placed at the disposal of His Excellency the Commander-in-Chief—that Officer having proceeded to Europe on leave on medical certificate.



No. 815 of 1867.—The undermentioned Officer is permitted to proceed to Europe on leave of absence on sick certificate:—

Lieutenant John Richardson	} For twenty months.
Pearson, of the Bengal Staff	
Corps ... ..	

No. 816 of 1867.—The undermentioned Non-Commissioned Officer of Her Majesty's service is permitted to reside and draw his pay in India, as an out-pensioner of Chelsea Hospital, in accordance with the Royal Warrant of the 23rd July 1864, pending a reference to the Home authorities as to the amount of his pension:—

Quarter-Master Serjeant Joseph Leigh, F. Brigade, Royal Horse Artillery.

*The 20th August 1867.*

No. 817 of 1867.—The following Despatch from the Right Honorable the Secretary of State for India, is published for general information:—

MILITARY. INDIA OFFICE;  
No. 183. London, the 9th July 1867.

*To His Excellency the Right Hon'ble the Governor General of India in Council.*

SIR,—Para. 1. Having learned from the Secretary of State for War that it has been decided, with the concurrence of His Royal Highness the Field Marshal Commanding-in-Chief, to discontinue the practice of removing regimental Colonels of the old Royal Artillery and Engineers to the supernumerary list when employed in the manufacturing departments of the Army, or holding other quasi-military appointments, I have to inform your Excellency that the same arrangement will be carried out in the Indian brigades of Royal Artillery, and that the existing supernumerary regimental Colonels thus employed will be absorbed in

the manner provided for in Sir Charles Wood's Despatch\* of 16th May 1864, No. 153, viz., at the rate of one absorption for every three vacancies.

2. This arrangement, it is stated, is not intended to interfere with regimental Colonels of the Royal Artillery or Royal Engineers accepting civil employment, who, as heretofore, will continue to be seconded under the special regulations applicable to Officers so circumstanced.

I have, &c.,  
(Sd.) STAFFORD H. NORTHCOTE.

No. 818 of 1867.—With reference to the Government General Orders noted in the margin, the following Despatch from the Right Hon'ble the Secretary of State for India, is published for general information:—

MILITARY. INDIA OFFICE;  
No. 184. London, the 9th July 1867.

*To His Excellency the Right Hon'ble the Governor General of India in Council.*

SIR,—Para. 1. In Sir Charles Wood's Despatch to the Government of India, No. 467, dated the 31st December 1861, it was stated that Her Majesty's Government had decided that Colonel's

allowance should at once be assigned to the several Staff Corps, in the proportion of one to every thirty Officers who had actually joined the Staff Corps.\*

\* Paragraph 12.

2. In Lord Cranborne's Despatch No. 159, dated 8th August 1866, in which certain measures were authorized with a view to meeting the complaints of Officers of the Indian

\* Para. 61, Clause 5. Army, the following rule\* was laid down:—"All Officers now in the several Staff Corps, and all who may join them under the terms of this Despatch, will be entitled to the Colonel's allowance after twelve years' service in the grade of substantive Lieutenant-Colonel, without reference to any fixed establishment of Colonels with Colonel's allowance, the brevet rank of Lieutenant-Colonel attained to under the Regulations published in General Order by your Government, No. 632, dated 4th August 1864, being however considered a substantive rank for this purpose and allowed to count towards the above period."

3. Now that the admission of Officers to the several Staff Corps under the terms of the latter Despatch has terminated, I consider it right that the mode of succession to the Colonel's allowance applicable to Officers joining the Staff Corps subsequent to the date of that Despatch, and not under its conditions, should be repeated and clearly defined.

4. I desire, therefore, that it may be notified to the service that the proper establishment of Colonels with Colonel's allowance, is to be fixed at a strength equal to one in every thirty Officers of the aggregate strength of the corps when brought to its normal condition.

5. On the last Officer succeeding to the Colonel's allowance, who is entitled thereto under clause 5, paragraph 61 of the Despatch of the 8th August 1866,\* an establishment of Colo-

\* No. 159. nels with Colonel's allowance will be at once fixed in each Presidency, and thenceforward promotion to the allowance will be made in succession to vacancies only.

6. As there can be no doubt of there being at that time a number of Officers in receipt of Colonel's allowance considerably in excess of the establishment as then fixed, it will be necessary to take such measures as may then seem expedient for the gradual absorption of supernumeraries.

I have, &c.,  
(Sd.) STAFFORD H. NORTHCOTE.

No. 819 of 1867.—*Erratum.*—In G. G. O. No. 726, dated 12th July 1867, admitting Lieutenant John Roland Campbell to the Bengal Staff Corps, for "Roland," read *Ronald*.

Order Books to be corrected accordingly.

No. 820 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointments:—

Lieutenant-Colonel J. E. Fraser, Brigade Major and officiating as Assistant Adjutant General, Peshawur Division, to be an Assistant Adjutant General on the establishment, *vice* Hudson, whose tour on the staff has expired.

Lieutenant C. E. Bates, Officiating Brigade Major, Eastern Frontier District, to be a Brigade Major on the establishment, *vice* Fraser, transferred to another appointment.

No. 821 of 1867.—The following Despatch from the Right Honorable the Secretary of State for India, is published for general information:—

MILITARY.

INDIA OFFICE,

No. 198.

London, the 16th July 1867.

To His Excellency the Right Hon'ble the Governor General of India in Council.

SIR,—Para. 1. I learn by a letter from the Government of—, dated 11th April last, No. 94, that Lieutenant—, of the—Native Infantry, who entered the service in 1857 and has had leave of absence to the extent of four and a half years, has been granted an ordinary furlough for two years under the new Regulations, being considered entitled to the indulgence under the spirit of the ruling contained in Sir Charles Wood's Despatch dated 8th December 1865, No. 362.\*

2. In this Despatch it was stated that absence to Europe on private affairs for six months, and all extensions of such leave granted in this country under special circumstances and without pay, might be permitted to reckon as part of the six years required under Clause 7 of the Furlough Regulations of 1854, to be served after return from leave on medical certificate to entitle an Officer to his furlough on private affairs.

3. This ruling did not apply to the case of Lieutenant—, because this was not a question of the six years required to elapse between absence beyond sea on medical certificate, and the regular furlough; and if it had been such a question, the admission of the extensions granted to him in England on medical certificate, would have been irregular.

4. The grant of furlough to Lieutenant— has been, therefore, altogether irregular, as that Officer had not served in India the prescribed period of ten years required before he became entitled to such furlough; \* \* \* \*

5. As some of the decisions upon the grant of furlough on private affairs appear liable to misconception, I have considered it proper to address your Government upon the subject.

6. Although it may be admitted that there is some degree of ambiguity in the terms of the communications\* of the Court of Directors referred to in Sir Charles Wood's Despatch of 8th December 1865, yet it is clear from the correspondence forwarded by your Government on which the decisions of the Court were passed, that they were intended to apply to short furloughs with pay, and therefore to the cases of those Officers only who had earned a right by completing the requisite period of service in India to the grant of a furlough on private affairs, but had chosen to take only a part of such furlough.

7. On the other hand, as stated in Sir Charles Wood's Despatch dated 9th February 1863, No. 61,\* Officers have been allowed under the Regulations of 1796 and 1854, in certain urgent cases, to return to this country on private affairs for short periods without pay, without reference to their length of service. This advantage was extended by that Despatch, and by question and

answer No. 121, to Officers of the Staff Corps and others holding staff appointments with the privilege, during six months of their leave, of retaining their appointments.†

8. It should, however, be clearly understood that all Officers, whether holding staff appointments or not, to whom such special leave is granted on their return to duty, are not to be held to be entitled to a furlough with the benefit of furlough pay, until they have completed the full period of service in India prescribed by the Regulations for that advantage.

9. The only exception to the Regulations which has been sanctioned, is that allowed under Sir Charles Wood's Despatch of 8th December 1865, under which, absence to Europe on private affairs for six months, and all extensions of such leave granted in this country under special circumstances, and without pay,—short extensions on urgent affairs being alone contemplated,—are permitted to reckon as part of the qualifying period of six years which an Officer is required to serve after return to duty from sick leave, to enable him to avail himself of the ordinary furlough to Europe with pay which the new Furlough Regulations grant, under paragraph 6, to all Officers who may have completed a service in India of ten years, or twenty years as the case may be.

I have, &c.,

(Sd.) STAFFORD H. NORTHCOTE.

No. 822 of 1867.—The services of Captain and Brevet-Major F. Brine, of the Royal Engineers, are placed at the disposal of the Public Works Department.

No. 823 of 1867.—The services of Lieutenant H. C. Fagan, of the Bengal Staff Corps, are placed at the disposal of the Government of the North-Western Provinces.

The 21st August 1867.

No. 824 of 1867.—Under instructions from the Right Hon'ble the Secretary of State for India, the admission to the Staff Corps of Captain and Brevet-Major S. Douglas (retired), and Lieutenants T. P. Stevens and G. Nolan, of the Unattached List, published in G. G. O. No. 1090 of 1866, and No. 34 of 1867, is cancelled.

The promotion of Brevet-Major Douglas to the substantive rank of Major in the Staff Corps, published in G. G. O. No. 1091 of 1866, is also cancelled.

No. 825 of 1867.—With reference to G. G. O. No. 142 of 1867, permitting Major S. Douglas to retire from the service, for "Bengal Staff Corps," read *Unattached List*.

No. 826 of 1867.—The appointment to the Staff Corps, and promotion to the substantive rank of Major, of Captain and Brevet-Major S. R. J. Owen, late 19th Native Infantry, published in G. G. O. No. 1005 and No. 1006 of the 1st December 1866, respectively, are cancelled, that Officer having retired from the service, with effect from the 22nd August 1866.



No. 827 of 1867.—The following promotions and alteration of rank are made, subject to Her Majesty's approval:—

## PROMOTIONS.

Corps.	Rank and Names.	To what rank promoted.	From what date.	In whose room.
Cadre of the late 19th N. I.	Lieutenant (Captain in Staff Corps) Edward Thornbrough Sadler ...	Captain ...	12th Sep. 1866	Captain (Lieutenant-Colonel in Staff Corps) A. Robinson, promoted.
Cadre of the late 36th N. I.	Lieutenant Charles Ellison Bates (Staff Corps)	Ditto ..	28th July 1867	Captain (Lieutenant-Colonel in Staff Corps) H. M. Garstin, deceased.

## ALTERATION OF RANK.

Corps.	Rank and Name.	To rank from	In whose room.
Cadre of the late 19th N. I.	Captain Henry Macdonald (Staff Corps)	22nd August 1866	Captain (Brevet-Major) S. R. J. Owen, retired.

No. 828 of 1867.—The undermentioned Warrant Officer has reported his return from England:—

Apothecary G. Hart, of the Subordinate Medical Department } *Date of arrival at Fort William.*  
 ... } 10th August 1867.

*The 22nd August 1867.*

No. 829 of 1867.—The following extracts from the *London Gazette* of the 21st and 25th June 1867, pages 3476 to 3479 and page 3541, are published for general information:—

*"London Gazette" of 21st June 1867, page 3476.*

*India Office, London, 18th June 1867.*

Her Majesty has been pleased to approve of the following admissions to the Staff Corps by the Governments in India:—

## BENGAL STAFF CORPS.

## ADMISSIONS.

*To be Lieutenant-Colonels:*

Lieutenant-Colonel (Major-General) Thomas Ferguson Flemyng, Infantry. Dated 31st May 1857.  
 Lieutenant-Colonel (Major-General) Henry Palmer, Infantry. Dated 4th October 1857.  
 Lieutenant-Colonel (Major-General) Edward Darrall, Infantry. Dated 17th November 1857.  
 Lieutenant-Colonel (Major-General) David Pott, Infantry. Dated 1st May 1858.  
 Lieutenant-Colonel (Major-General) Peter Innes, Infantry. Dated 4th May 1858.  
 Lieutenant-Colonel (Major-General) Edward Rowland Mainwaring. Dated 24th November 1858.  
 Lieutenant-Colonel (Major-General) Philip Harris, Infantry. Dated 12th September 1866.

Lieutenant-Colonel (Major-General) Auchmuty Tucker, c. B., Cavalry. Dated 12th September 1866.

Lieutenant-Colonel (Brevet-Colonel) Goodrike Armstrong Fisher, Infantry. Dated 12th September 1866.

Lieutenant-Colonel (Brevet-Colonel) Charles Harris, Infantry. Dated 12th September 1866.

Lieutenant-Colonel Richard John Meade, c. s. i., Infantry. Dated 12th September 1866.

Lieutenant-Colonel (Brevet-Colonel) Henry Frederick Dunsford, c. B., Infantry. Dated 12th September 1866.

Lieutenant-Colonel (Brevet-Colonel) Alexander Boyd, Infantry. Dated 12th September 1866.

Lieutenant-Colonel Rowland Rees Mainwaring, Infantry. Dated 12th September 1866.

Lieutenant-Colonel (Brevet-Colonel) Charles Lionel Showers, Infantry. Dated 12th September 1866.

Major (Brevet Lieutenant-Colonel) George Holroyd, late 43rd Native Infantry. Dated 12th September 1866.

Major (Brevet Lieutenant-Colonel) Henry Le Poer Trench, late 35th Native Infantry. Dated 12th September 1866.

Major (Brevet Lieutenant-Colonel) John Nisbett, late 69th Native Infantry. Dated 12th September 1866.

Major (Brevet Lieutenant-Colonel) William John Hicks, late 2nd Native Infantry. Dated 12th September 1866.

Captain (Brevet Lieutenant-Colonel) Evelyn Bradford, late 23rd Native Infantry. Dated 12th September 1866.

Captain (Brevet Lieutenant-Colonel) Thomas Peach Waterman, late 13th Native Infantry. Dated 12th September 1866.

Captain (Brevet Lieutenant-Colonel) William Metcalf, late 35th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Colonel) Charles Thomas Edward Hinde, late 65th Native Infantry. Dated 12th September 1866.

*To be Majors:*

Captain (Brevet-Major) John Forbes Campbell, late 2nd European Regiment. Dated 12th September 1866.

Captain (Brevet-Major) Edward Thompson, late 4th European Regiment. Dated 12th September 1866.

Captain (Brevet-Major) Frederick Charles John Brownlow, late 1st European Cavalry. Dated 12th September 1866.

Captain (Brevet-Major) James Mansfield Nuttall, late 5th European Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Jeffery Edward Lake Willows, late 10th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Alexander Pond, late 3rd European Regiment. Dated 12th September 1866.

Captain (Brevet-Major) Thomas Henry Wilson, late 57th Native Infantry. Dated 12th September 1866.

"London Gazette" of 21st June 1867, page 3477.

Captain (Brevet-Major) Edward Norman Perkins, late 14th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Charles Bailly, late 17th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) George Byres Mainwaring, late 16th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Edmund Smyth, late 13th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) William Bolton Girdlestone, late 67th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Frederick John Ellis, late 58th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Henry John Templer, late 5th European Regiment. Dated 12th September 1866.

Captain (Brevet-Major) James Augustus Grant, c. B., late 6th European Regiment. Dated 12th September 1866.

Captain (Brevet-Major) Robert Stothert, late 4th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Thomas Wollams Holland, late 38th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Charles Frederick Hicks, late 5th European Regiment. Dated 12th September 1866.

Captain (Brevet-Major) Hugh Grant, late 74th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Frederick Ernest Lang, late 17th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Montagu James White, late 26th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Mangles James Brander, late 40th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Robert Havard Price, late 31st Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Arthur Ellis, late 31st Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) John Anstruther Angus, late 9th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Jocelyn Pickard Cambridge, late 2nd Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Brooking Soady, late 24th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) George D'Aguilar, late 4th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Charles Reay, late 32nd Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Robert Farquhar Webster, late 3rd European Regiment. Dated 12th September 1866.

Captain (Brevet-Major) John Alfred Brereton, late 33rd Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) Frederick Richard Norman Fortescue, late 73rd Native Infantry. Dated 12th September 1866.

*To be Captains:*

Captain Addington Taylor, late 25th Native Infantry. Dated 17th October 1857.

Captain Arthur Innis Shulldham, late 20th Native Infantry. Dated 27th August 1858.

Captain Thomas Carnegie Anderson, late 12th Native Infantry. Dated 3rd October 1858.

Captain Arthur Francis, late 68th Native Infantry. Dated 15th May 1859.

Captain Guy Annesley Prendergast, late 5th European Cavalry. Dated 30th July 1859.

Captain Thomas Edward Webster, late 63rd Native Infantry. Dated 19th August 1859.

Captain Maunsell Mark Prendergast, late 4th European Cavalry. Dated 2nd July 1860.

Captain Arthur Cory, late 16th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) John Pringle Sherrieff, late 35th Native Infantry. Dated 12th September 1866.

Captain John Roberts, late 40th Native Infantry. Dated 12th September 1866.

Captain William Frederick Shaw, late 43rd Native Infantry. Dated 12th September 1866.

Captain Thomas Buttanshaw, late 28th Native Infantry. Dated 12th September 1866.

Captain Mansfieldt George Smith, late 59th Native Infantry. Dated 12th September 1866.

Captain Thomas Norris Baker, late 31st Native Infantry. Dated 12th September 1866.

Captain Edward Humphrey Woodcock, late 55th Native Infantry. Dated 12th September 1866.

Captain William Siddons Young, late 59th Native Infantry. Dated 12th September 1866.



Captain Edwin Archibald Chester Lambert, late 1st European Fusiliers. Dated 12th September 1866.

Captain (Brevet-Major) Harry Hammond Lyster, v. c., late 72nd Native Infantry. Dated 12th September 1866.

Captain James Andrews Monatt Biggs, late 10th Native Infantry. Dated 12th September 1866.

Captain Edward Daniel Vibart, late 54th Native Infantry. Dated 12th September 1866.

Captain Hon'ble James Hay Fraser, late 4th European Regiment. Dated 12th September 1866.

Captain George Fergus Graham, late 5th European Regiment. Dated 12th September 1866.

Captain John Edmund Delap Wilson, late 42nd Native Infantry. Dated 12th September 1866.

Captain William George Keppel, late 6th European Regiment. Dated 12th September 1866.

Captain William Gordon, late 47th Native Infantry. Dated 12th September 1866.

Captain George Anthony Aufrere Baker, late 60th Native Infantry. Dated 12th September 1866.

Captain (Brevet-Major) William Macdonald, late 25th Native Infantry. Dated 12th September 1866.

Captain Newton Barton, late 52nd Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Henry Albany Wyndham Waterfield, late 27th Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Edmund Yeamans Walcott, late 57th Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) William Frederick Edwards, late 45th Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Alexander McLeod Stewart, 64th Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Francis John Craigie, late 21st Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) William Cabel, late 62nd Native Infantry. Dated 12th September 1866.

*"London Gazette" of 21st June 1867, page 3478.*

Lieutenant (Brevet-Captain) William Alexander Garden, late 39th Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Henry Inglis, late 41st Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Mark Kerr St. John. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Francis Frederick Rowcroft. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Wynyard Battye, late 65th Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Alexander Cockburn, late 52nd Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) John Peter Harris, late 21st Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) James Thomason, late 34th Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) John Bartleman, late 23rd Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Cornelius Richardes, late 63rd Native Infantry. Dated 12th September 1866.

Lieutenant (Brevet-Captain) George Vincent Fosbery, v. c., late 4th European Regiment. Dated 12th September 1866.

Lieutenant (Brevet-Captain) Clarence Comyn Taylor, late 56th Native Infantry. Dated 12th September 1866.

*To be Lieutenants:*

Lieutenant Henry Peter Poleman Nash, late 25th Native Infantry. Dated 23rd November 1856.

Lieutenant Robert Adam Wauchope, late 57th Native Infantry. Dated 17th February 1857.

Lieutenant George Lawrence Keir, late 41st Native Infantry. Dated 1st June 1857.

Lieutenant Robert Cecil Clifford, late 38th Native Infantry. Dated 6th June 1857.

Lieutenant Charles William Campbell, late 10th Native Infantry. Dated 27th June 1857.

Lieutenant George Charles Udney, late 5th European Regiment. Dated 27th June 1857.

Lieutenant Ohsay Mayne Graham, late 6th European Regiment. Dated 30th July 1857.

Lieutenant William Donnelly Palmer, late 74th Native Infantry. Dated 18th September 1857.

Lieutenant Charles Richard Cook, late 20th Native Infantry. Dated 18th September 1857.

Lieutenant James Miller, late 27th Native Infantry. Dated 23rd September 1857.

Lieutenant Wardlaw Cortlandt Anderson, late 22nd Native Infantry. Dated 17th November 1857.

Lieutenant Arthur Baltze, late 19th Native Infantry. Dated 22nd January 1858.

Lieutenant Frederic Henry Hood, late 30th Native Infantry. Dated 20th March 1858.

Lieutenant John Boulton Brander, late 37th Native Infantry. Dated 1st April 1858.

Lieutenant Joseph Barnard Smith, late 5th European Regiment. Dated 30th April 1858.

Lieutenant Ewbank Chambers, late 19th Native Infantry. Dated 30th April 1858.

Lieutenant Charles Metcalfe MacGregor, late 68th Native Infantry. Dated 30th April 1858.

Lieutenant Reginald Colvil William Mitford, late 3rd European Regiment. Dated 30th April 1858.

Lieutenant Alfred Goldney, late 50th Native Infantry. Dated 30th April 1858.

Lieutenant Robert Wheeler, late 61st Native Infantry. Dated 30th April 1858.

Lieutenant Clement James Griffiths, late 72nd Native Infantry. Dated 30th April 1858.

Lieutenant Lorne Macdonald, late 73rd Native Infantry. Dated 18th May 1858.

Lieutenant Marshall Pritchard Moriarty, late 41st Native Infantry. Dated 18th May 1858.

Lieutenant Frederick Louis Stoll Dyce, late 71st Native Infantry. Dated 18th May 1858.

Lieutenant Henry Warde Webster, late 45th Native Infantry. Dated 18th May 1858.  
 Lieutenant Charles James Durand, late 14th Native Infantry. Dated 18th May 1858.  
 Lieutenant Henry Isham Wheler, late 38th Native Infantry. Dated 18th May 1858.  
 Lieutenant William Heathcote Unwin, late 56th Native Infantry. Dated 18th May 1858.  
 Lieutenant Travers Dodgson Madden, late 64th Native Infantry. Dated 18th May 1858.  
 Lieutenant Robert Atkins, late 48th Native Infantry. Dated 7th June 1858.  
 Lieutenant James Calder Stewart, late 6th European Regiment. Dated 17th June 1858.  
 Lieutenant Edward Kitson, late 64th Native Infantry. Dated 13th August 1858.  
 Lieutenant John Francis Fitzgerald Cologan, late 22nd Native Infantry. Dated 15th August 1858.  
 Lieutenant John Frederic Trevanion, late 21st Native Infantry. Dated 7th September 1858.  
 Lieutenant Henry Augustus Plowden, late 51st Native Infantry. Dated 11th September 1858.  
 Lieutenant Charles Lorrain Woodruffe, late 68th Native Infantry. Dated 22nd October 1858.  
 Lieutenant Hipplesley Cunliffe Marsh, late 67th Native Infantry. Dated 22nd October 1858.  
 Lieutenant Montague Clementi Smith, late 6th European Regiment. Dated 22nd October 1858.  
 Lieutenant William Leycester Samuells, late 11th Native Infantry. Dated 22nd October 1858.  
 Lieutenant Francis Richard Arabin Brown Constable, late 69th Native Infantry. Dated 22nd October 1858.  
 Lieutenant Alexander England, late 44th Native Infantry. Dated 9th November 1858.  
 Lieutenant John McNair, late 57th Native Infantry. Dated 21st November 1858.  
 Lieutenant Alexander David Cator-Inglis, late 18th Native Infantry. Dated 23rd December 1858.  
 Lieutenant James Richard Marett, late 2nd Native Infantry. Dated 25th December 1858.  
 Lieutenant William Lynd Noverre, late 1st European Regiment. Dated 21st February 1859.  
 Lieutenant Robert Cecil Beavan, late 62nd Native Infantry. Dated 1st March 1859.  
 Lieutenant Charles Simeon Noble, late 72nd Native Infantry. Dated 6th March 1859.  
 Lieutenant Alexander Baber Douglas, late 52nd Native Infantry. Dated 20th April 1859.  
 Lieutenant Charles McNeile, late 60th Native Infantry. Dated 1st July 1859.  
 Lieutenant Wigram Battye, late 6th European Regiment. Dated 2nd August 1859.  
 Lieutenant Arthur Gore Handcock, late 43rd Native Infantry. Dated 20th August 1859.  
 Lieutenant Archibald Buchan Hepburn, late 32nd Native Infantry. Dated 22nd August 1859.  
 Lieutenant Arthur Irwin Iles, late 40th Native Infantry. Dated 2nd September 1859.  
 Lieutenant Walter Elliot Rutherford, late 28th Native Infantry. Dated 1st November 1859.  
 Lieutenant Henry George Becher, late 73rd Native Infantry. Dated 12th December 1859.

*"London Gazette" of 21st June 1867, page 3749.*

Lieutenant Charles St. John Burren Barnett, late 19th Native Infantry. Dated 13th December 1859.  
 Lieutenant James Ludlow Ferris, late 12th Native Infantry. Dated 2nd February 1860.  
 Lieutenant Frederick Henry Alexander, late 43rd Native Infantry. Dated 18th September 1860.  
 Lieutenant Charles John Farquharson, late 50th Native Infantry. Dated 29th October 1860.  
 Lieutenant Henry William John Senior, late 73rd Native Infantry. Dated 9th November 1860.  
 Lieutenant Robert Moseley Bryce Thomas, late 65th Native Infantry. Dated 9th November 1860.  
 Lieutenant David Adamson, late 28th Native Infantry. Dated 9th November 1860.  
 Lieutenant John Finnis, late 5th European Regiment. Dated 18th November 1860.  
 Lieutenant Rowland Ernle Kyrle Money, late 13th Native Infantry. Dated 21st December 1860.  
 Lieutenant Charles Edward Macaulay, late 51st Native Infantry. Dated 12th September 1866.  
 Lieutenant Edmund Pipon Ommauney, late 45th Native Infantry. Dated 12th September 1866.

*"London Gazette" of 25th June 1867, page 3541.*

The undermentioned Officers, employed in the Public Works Department, India, to be placed on the Seconded List, from the dates of their respective appointments in such Department, but they will not be succeeded in the corps, viz. :—

Captain Gustavus Nicolls Kelsall.

„ Charles John Darrah.

Second Captain George Swetenham.

Lieutenant Napier George Sturt.

„ William John Engledue.

„ George Le Breton Simmons.

„ William Joseph Carroll.

„ George Henry Law Pole.

„ Charles Bowen.

„ George Gordon Chamberlin Bigsby.

„ John Mabbott Morgan.

„ Archibald Lewis Buckle.

„ Edward Harvey.

„ Albert Charles Smith.

„ Kellow Charles Pye.

„ Ralph R. E. Brockman.

„ William Arthur J. Wallace.

„ Matthew T. Sale.

„ Thomas J. Willans.

„ William de Wivesleslie Abney.

„ Robert A. Livesay.

„ Frederick Firebrace.

„ Malcolm W. Rogers.

„ Richard A. Sargeant.

„ George A. L. A. Whitmore.

„ Albert E. Dümmler.

„ Clayton S. Beauchamp.

„ William Osborn.

„ Leslock F. Boileau.

„ Charles E. Pridden.

„ Andrew W. Baird.

„ John Hill.



Lieutenant William G. Ross.  
 „ Thomas H. Holdich.  
 „ Frederick S. Shepherd.  
 „ William H. Haydon.  
 „ John Grieve Hall.  
 „ Henry H. Cole.  
 „ Henry C. Reynolds.  
 „ Henry C. Macdiarmid.  
 „ John N. Manwaring.  
 „ William S. S. Bisset.  
 „ William H. Coaker.  
 „ James F. Dorward.

*The 23rd August 1867.*

No. 830 of 1867.—His Excellency the Governor General in Council is pleased to appoint Lieutenant F. H. Wood, of the Bengal Staff Corps, to be Assistant to the Superintendent of Keddahs at Dacca on probation.

No. 831 of 1867.—The undermentioned Officer is permitted to proceed to Europe on leave of absence on sick certificate :—

Major De Symons Barrow, of  
 the Madras Staff Corps, Dis- } For twenty  
 trict Superintendent of Police, } months.  
 Oudh }

H. W. NORMAN, Col.,  
*Secy. to the Govt. of India.*

## MARINE DEPARTMENT.

### NOTIFICATION.

*Simla, the 22nd August 1867.*

No. 6 of 1867.—The term “Transport,” under the Regulations of the Admiralty, being only applicable to merchant ships engaged on monthly hire, and therefore when used with reference to the new Troopships being liable to mislead, it is notified for general information, under instructions from the Right Honorable the Secretary of State for India, that the ships employed on the Overland Troop Transport Service, shall be designated *Her Majesty's Indian Troop Ships*.

H. W. NORMAN, Col.,  
*Secy. to the Govt. of India.*

## PUBLIC WORKS DEPARTMENT.

### NOTIFICATIONS.

#### Establishment.

*Simla, the 17th August 1867.*

No. 222.

The undermentioned passed students in the Civil Engineering Branch of the Presidency College,

are appointed to the Public Works Department as Engineer Apprentices, and posted as follows :—

#### *To Bengal :*

Baboo Omritololl Roy Chowdry.  
 „ Preonath Banerjee.  
 „ Unnodinath Mookerjee.

#### *To the Central Provinces :*

Baboo Khetter Nath Ghose.

#### *To Oudh :*

Baboo Bhoobun Mohun Bose.

No. 223.

Major F. Brine, R. E., is appointed an Executive Engineer, 4th Grade, temporarily, under the conditions of Public Works Department Resolution No. 1083E., dated 20th June 1865. Major Brine is posted to the Punjab as a supernumerary.

*The 20th August 1867.*

No. 224.

Mr. W. A. Long has been appointed to the Public Works Department as an Accountant of the 4th Grade, and posted to Mysore.

No. 225.

In Notification No. 200, dated 24th July 1867, for Mr. R. M. Lackersteen, read *M. R. Lackersteen*.

*The 21st August 1867.*

No. 226.

Lieutenant-Colonel A. Fraser, R. E., C. B., Chief Engineer, 2nd Class, having reported his return to India, is posted to British Burmah.

Under the orders of the Secretary of State, Lieutenant-Colonel Fraser was employed on special duty in England from the 11th February 1867—the date of the expiration of the twenty months' sick leave granted him by the Government of India.

He will be detained on special duty under the Government of Bengal until further orders.

No. 227.

The following order by the Chief Commissioner of Oudh, is confirmed by the Governor General in Council :—

No. 15, dated 6th August 1867.—Appointing Captain A. M. Lang, R. E., Assistant to the Chief Engineer, and Assistant Secretary to the Chief Commissioner in the Public Works Department, to officiate as Chief Engineer and Secretary to the Chief Commissioner in the Public Works Department, during the absence on privilege leave of Lieutenant-Colonel Hutchinson, or until further orders.

C. H. DICKENS, Col., R. A.,  
*Secy. to the Govt. of India.*

## SILVER BALANCE IN THE MINT.

Balance of Bullion under assay, or remaining to be assayed, on the morning of the 5th August 1867...	25,916
5th August 1867, tendered	.....
	25,916
Certificates issued	1,233
Balance	24,683
6th August 1867, tendered	92,400
	1,17,083
Certificates issued	560
Balance	1,16,523
7th August 1867, tendered	.....
	1,16,523
Certificates issued	22,758
Balance	93,765
8th August 1867, tendered	.....
	93,765
Certificates issued	.....
Balance	93,765
9th August 1867, tendered	56,039
	1,49,804
Certificates issued	.....
Balance	1,49,804
10th August 1867, tendered	10,246
	1,60,050
Certificates issued	982
Balance	1,59,068
Deduct difference in value between tender and certificates	307
	1,58,761
<i>Note.</i> —Value of silver remaining in the Mint for coinage at end of week ... .. 27,88,107	
Deduct value of silver appertaining to the Currency Department...	27,61,718
Balance	26,389

CALCUTTA MINT, } J. F. SHEKLETON,  
The 13th August 1867. } Offg. Mint Master.

## CURRENCY NOTES.

*Extract from Financial Department Notification No. 1004A., dated Simla, 30th July 1866.*

*Para. 9.*—"The person making the statement respecting a lost or destroyed Note, or portion of Note, will be required to advertise its loss (free of charge) *thrice* at least in the *Official Gazette* of the Presidency or place where or within which the Note is payable, and *once* in the *Gazette of India.*"

## Lost.

First half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A12—04526, for Rs. 50.

RAM LALL COOMAR.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A18—32517, for Rs. 10.

„ A18—36555, „ 10.

W. BAXTER.

In transit by Post between Kamptee and Jubulpore, Nagpore Circle Currency Note No. 59476, dated 5th May 1864, for Rs. 100.

BABOOR ALLY.

In transit by Post between Cawnpore and Kurnaul, the right halves of the undermentioned Currency Notes of the Allahabad Circle:—

No. 85105, for Rs. 10.

„ 18498, „ 20.

P. KELLY,  
Overseer, D. P. W.,  
Kurnaul.

In transit by Post, the following Government Currency Notes—intimation of loss given to the Currency Office:—

No. A11—93235, for Rs. 50.

„ A11—88924, „ 50.

„ A11—71052, „ 50.

GOPEE MOHUN BYSACK.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A12—02506, for Rs. 50.

„ A12—05551, „ 50.

HAMILTON & Co:

Halves of the undermentioned Government Currency Notes:—

No. A35—15179, for Rs. 50.

„ A22—11592, „ 10.

DENOBUNDO GHOSE.



In the Post Office, Almora or Nainee Tal, the undermentioned half Notes:—

No. A13—80628, Allahabad Circle, for Rs. 100.  
 „ A38—36042, Calcutta „ „ 100.

M. S. HARRIS.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A18—29260, for Rs. 10.  
 „ A18—29261, „ 10.

G. W. GRANT,  
*D. P. W.*

First halves of the following Currency Notes—intimation of loss given to the Currency Office, Calcutta:—

No. A12—09141, 15th July 1861, for Rs. 50.  
 „ A27—013992, 16th May 1862, „ 20.  
 „ A31—40401, 6th May 1865, „ 10.

J. F. STRONG,  
*District Engineer.*

First half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A27—17058, for Rs. 20.

W. H. PATTERSON.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A18—30193, for Rs. 10.  
 „ A33—92011, „ 20.  
 „ A18—83654, „ 100.

JAMES WARWICK.

In transit (on the 13th of July 1867) by Post, Government Currency Notes of Allahabad Circle:—

Nos. A18—17842, and A18—36477, for Rs. 10 each.

Payment of the above Notes has been stopped.

J. H. BRADLEY.

First halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A18—17568, for Rs. 10.  
 „ A18—27397, „ 10.  
 „ A18—32919, „ 10.

E. Y. KELLETT, *Surgeon,*  
*101st Regiment.*

#### Lost or Stolen.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A30—85127, for Rs. 100.

R. A. BARKER.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A7—09947, dated 9th July 1861, for Rs. 10.

BROJOKANT ROY,  
*Deputy Collector in charge,*  
*Burrisaul.*

First half of Currency Note—intimation of loss has been given to the Currency Office, Calcutta:—

No. A21—44829, for Rs. 10.

T. E. THOMSON & Co.

Half of the following Currency Note—intimation of loss given the Currency Office, Calcutta:—

No. A21—19619, for Rs. 10.

J. SCONCE.

#### Notice.

Application has been made to the Currency Office, Calcutta, for payment of a Currency Note wrongly joined as follows:—

No. A9—51924 } one Note for Rs. 20.  
 „ A9—51923 }

NOCOOR CHUNDER DUTT,  
*for KALLY CHURN GOOPTA.*

Application has been made to the Currency Office, Nagpore, for payment of a Currency Note wrongly joined as follows:—

No. A17—73248 } one Note for Rs. 10.  
 „ 59748 }

BENUDBEHARY DAY.

#### PROMISSORY NOTES.

##### Lost or Stolen.

The Government Promissory Notes Nos. 42142 and 42144 of the 5 per cent. Loan of 1841-42, dated 30th June 1841, for Co.'s Rs. 1,000 each, belonging to the Estate of Kistojeebun Bhuttacharjee, the Proprietor, by whom they were never endorsed to any other person. Payment of the above Notes has been stopped at the Comptroller General's Office, and application is about to be made to Government for the issue of Duplicate Notes in favor of the Proprietor, Kistojeebun Bhuttacharjee, deceased.

SREEMUTTY JADOOMONEE DABEA,  
*Administratrix to the Estate of*  
*Kistojeebun Bhuttacharjee, deceased.*

#### GAZETTE OF INDIA.

##### NOTIFICATION.

*The 26th April 1867.*

The Viceroy and Members of the Government of India having left the Presidency for Simla, it is hereby notified that on and after the 4th May until further notice, the *Gazette of India* will be published at Simla on the morning of every Saturday.

## ADVERTISEMENTS.

## ADMINISTRATOR GENERAL'S OFFICE.

## NOTICE.

*List of Estates which have come under charge of the Administrator-General during the month of July 1867.*

GLEGHORN, JOHN ...	...	Late a Contractor in the East Indian Railway.
COLLINS, WILLIAM MONTAGUE ...	...	Late an Assistant Indigo Planter in the District of Mirzapore.
COOKE, CHARLES B. ...	...	Late an Assistant to the Bisnauth Tea Company, Limited.
HARGRAVE, JOSHUA ...	...	Late a Mate in the <i>Punjab Flotilla</i> .
HOLL, ALFRED ...	...	Late an Engineer in the service of Messrs. Burn & Co., Builders, &c., Calcutta.
HUTTON, H. W. P. ...	...	Late Officiating Inspector of Schools, Frontier Circle, Punjab.
MCINTYRE, WILLIAM ROBERT ...	...	Late an Accountant in the service of the East Indian Railway Company at Chunar.
MERCER, EDWARD SMYTHE ...	...	Late a Lieutenant in Her Majesty's 94th Regiment of Foot.
NARANEE DOSSEE ...	...	Late a Hindoo inhabitant of the Town of Calcutta.
NIXON, JOSEPH ...	...	Late a Fireman in the service of the East Indian Railway Company.
PENNINGTON, GERVAISE ...	...	Late of Malshanger, in the Parish of Oakley in the County of Southampton, in England; a Colonel in the service of the late Hon'ble East India Company.
QUINLAN, PATRICK ...	...	Formerly a Surgeon in the Bengal Army, but late of Calcutta.
RILEY, STEPHEN DAVIS ...	...	Late a Lieutenant-General in the Bengal Army.
ROACH, PHILLIP HALLAWAY ...	...	Late a Member of the firm of Messrs. Roach Brothers, of Tezpor, in Assam.
SUTHERLAND, SAMUEL ...	...	Late of the Town of Calcutta.
URQUHART, J. H. ...	...	Late a British subject residing in the District of Gowhatty, in Assam.
WELLS, ALFRED ...	...	Late Superintendent of the Government Screw Pile Moorings.

N. B.—All persons having claims upon, being indebted to, or holding property belonging to the abovementioned Estates, are requested to place themselves in immediate communication with the undersigned.

C. S. HOGG,

Administrator General.

## Luckimpore Tea Plantation Company, Limited.

Notice is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the Registered Office of the Company, No. 2, Vansittart Row, Calcutta, on Friday, the 30th day of August at 4 o'clock P. M., for the purpose of confirming the Resolutions passed at an Extraordinary General Meeting of Shareholders held on the 13th day of August instant, or passing such other Resolutions in respect thereof as may be thought fit.

ROBERT AND CHARRIOL,

The 16th August 1867.

Secretaries.

The Resolutions above referred to are,—

1st.—That Table A. of Act X. of 1866 shall constitute the regulations for the management of the Company, except as it may be varied by any Articles of Association to be now or hereafter made.

2nd.—That two Directors present at any Meeting shall form a quorum for the transaction of business, and that a quorum of Shareholders shall be deemed to be present at any General or Special Meeting of Shareholders and able to transact any business; provided that notice of the intended Meeting and of its general purport have been given by advertisement once in the *Gazette of India* and *Calcutta Gazette*, and twice in two Newspapers published in Calcutta.

"Bale."—That previously to one week from the date of such meeting; and provided that on the Company shall consist of twelve registered Shareholders, three shall be actually present at such Meeting, and when it shall consist of more than twelve, and not more than fifteen, four shall be actually present, and when it shall consist of more than fifteen, five shall actually be present.

3rd.—That all Resolutions passed at the several Meetings of Shareholders held respectively on the 5th day of June 1865, the 21st day of April 1866, and the 25th day of January 1867, giving the Directors powers to make calls, borrow money, and increasing the Capital, and all acts done by the Directors and others thereunder be confirmed.

## The Bengal Credit Mobilier, Limited.

At an Extraordinary General Meeting of the Shareholders of the Bengal Credit Mobilier, Limited, held at the Registered Office of the Company, No. 6, Old Court House Street, on Friday, the 9th August 1867, at 3 P. M.—

The following Special Resolution was passed:—

That the Bengal Credit Mobilier, Limited, be wound up voluntarily.

H. KNOWLES,

Chairman.

## Jerri Tea Co., "Limited," in Liquidation.

All persons having claims against the above Company are requested to send particulars of them, with vouchers, &c., to the undersigned.

CLIVE ROW,  
Calcutta, 16th August 1867.

CHARLES MILNER,  
Liquidator.

## Selections from the Records of Govt., N. W. P., Part XLIV.

## CONTENTS:

Report on Native Presses in the N. W. Provinces—Annual Reports of the Lunatic Asylums at Bareilly and Benares—Annual Report of the Vaccine Operations in the Agra and Meerut Divisions—Report on the Progress of the Public Library and Museum at Allahabad. Price Re. 1.

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OFFICE OF SUPDT., GOVERNMENT PRINTING,

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1867.



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**The Law of Evidence,**With more especial reference to the Courts of British India  
not established by Royal Charter,

By C. D. FIELD, Esq.,

Bengal Civil Service,

*Officiating Judge of the Principal Courts of Small Causes  
of Kishnaghur and Jessore.**(Now Registrar of the High Court, Calcutta)*

BY THE SAME AUTHOR,

**Indian Law Reform.**

PRICE THREE RUPEES.

**Rent Law Procedure in Bengal.**

PRICE SIX RUPEES.

**Rent Law Procedure in Bengal,***Translated into Bengalee.*

PRICE THREE RUPEES.

Index to the Bengal Regulations and Acts of the Legis-  
lative Council of India and of the Bengal Council.

PRICE THREE RUPEES.

CALCUTTA:

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&amp;c., &amp;c., &amp;c.

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REGINALD F. SAUNDERS, ESQ., B. C. S.,

*Barrister-at-Law,**Magistrate of Shahjehanpore, N. W. P.*SHAHJEHANPORE, }  
April 1867. }*Now Published,**Price Rs. 10, including Packing and Postage Charges.***REPORT ON THE FAMINE**

IN

**BENGAL AND ORISSA,**

IN

*Issue of  
e. deceased.***1866;**WITH NARRATIVES OF THE COMMISSION,  
EVIDENCE OF WITNESSES, &c.

IN TWO VOLUMES.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,

4, HASTINGS STREET,

1867.



# The Gazette of India.

Published by Authority.

SIMLA, SATURDAY, AUGUST 31, 1867.

## HOME DEPARTMENT.

### LEGISLATIVE.

*Simla, the 13th August 1867.*

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

#### *A Bill for the Suppression of Frauds in the Cotton Trade.*

WHEREAS it is expedient to provide for the suppression of fraudulent practices in the Cotton Trade; It is hereby enacted as follows:—

#### I.—Preliminary.

1. This Act may be called "The Cotton Frauds Act, 1867."

2. The Governor General of India in Council may extend this Act to the whole or such part of the Territories under any Local Government as shall be specified in that behalf by notification in the *Gazette of India*.

Interpretation Clause.

3. In this Act—unless there be something repugnant in the subject or context,—

"Bale."

"Bale" means any package of cotton;

"Gin."

"Gin" means any machine used for the purpose of cleaning cotton;

"Press" means any kind of machinery used for the purpose of compressing cotton;

"Press."

"Imprisonment" means imprisonment of either description as defined in the Indian Penal Code;

"Imprisonment."

"Section."

"Section" means a Section of this Act;

"British India" means the Territories which are or shall be vested in Her Majesty by the Statute 21 &

"British India."

22 Vic. Cap. 106 (*An Act for the better government of India*), other than the Settlement of Prince of Wales' Island, Singapore and Malacca;

"Foreign export."

"Foreign export" means export out of British India;

"Gender."

Words denoting males include females; words in the singular number include the plural and *vice versa*;

"Number."

And wherever this Act shall operate, 'Local Government' means the person authorized by law to administer Executive Government therein, and includes a Chief Commissioner.

#### II.—Licenses for Cotton Presses.

4. From the day on which this Act shall be declared by notice in the *Gazette of India* to be in operation in any territories or districts, no

No cotton-press to be worked without license.

press shall be used in such territories or districts for the purpose of compressing cotton, without a license obtained in the manner and subject to the conditions hereinafter mentioned.

5. Licenses for the working of cotton-presses may be granted by the Collector of the District within which such presses are to be

Licenses to whom to be granted.

worked, to any persons who the Collector may be satisfied are in possession of the presses for the licenses of which they apply.

Every such license shall expire and shall be renewable upon the first day of January in the year next ensuing the year in which it was granted or last renewed.

The Collector may, for reasons which he shall state in writing under his signature to the person applying for any such license or renewal, refuse to grant or to renew the license of any press.

6. For all purposes of this Act, a licensee shall be held to be the owner of the press for which he has obtained a license.

Licenses held to be owners.

7. Every license issued under this Act shall specify the number of presses for which the same is granted, the place in which they are situate, and the power employed for working them, according to a written statement which shall accompany the application for such license;

Contents of license.



and for every press so licensed, or the license of which shall be so renewed, a fee shall be levied at the rate set forth in the Schedule to this Act annexed.

Upon the removal to another place of a press comprised in any license, or upon change of the power employed for working such press, it shall be necessary for the licensee to obtain a new license in respect of the press, subject to the conditions aforesaid.

8. Every applicant for a license under this Act shall lodge with the Collector, a cloth, parchment, or paper, impressed or marked either with some distinctive mark not less than one foot square, or with his name, or that of his firm or company, in letters not less than one inch and a half long. Such name shall be in the English language, and also in such other vernacular language (if any) as the Local Government shall direct in this behalf, and the name or mark shall be called a press-mark.

Upon the grant of such license the licensee shall mark with the press-mark every bale compressed by any press in his possession or comprised in the license, and the press-mark shall be affixed to the wrapper or cloth underlying the fastenings or bands of the bale.

### III.—Inspectors of Cotton.

9. The Local Government may appoint such and so many Officers, to be styled Inspectors of Cotton, as shall appear expedient.

It shall be the duty of such Officers to suppress the use of unlicensed presses and to examine cotton brought for compression or kept or offered for sale. In the execution of this duty the Inspectors shall at all times have access to every building or enclosure within which any cotton is stored, or any gin or press at work, or prepared for work, is situate; and if the licensee of any press or his servant or agent, shall be convicted of having offered any obstruction to such Inspector in the execution of his duty, his license may be adjudged by a Magistrate to be suspended for such fixed time as the Magistrate shall think fit, or to have become void.

10. The Inspectors may seize and detain all cotton with respect to which any offence under this Act shall appear to have been committed, and may give such cotton into the custody of any Police Officer.

Every Police Officer shall be bound at the request of any Inspector to assist him in seizing and detaining such cotton, and in bringing the offender to justice.

11. Any Magistrate may grant a warrant authorising an Inspector to open any bale finally pressed for foreign export, and thereupon the Inspector may open the same accordingly; but no Inspector shall, without such warrant, open a bale so pressed as last aforesaid.

12. The Inspectors shall, in their official capacities, be subject, in any seaport to which this Act may apply, to the orders of the Commissioner of Customs, and in all other places to which this Act shall apply, to the orders of the Collector of the District in which they hold their appointments, or in which they are for the time being employed.

The Local Government may suspend or dismiss any Inspector for neglect or misconduct in the discharge of his duty.

### IV.—Fees.

13. Upon every bale of cotton exported from any territories to which this Act shall have been extended under Section 2, there shall be levied such fee as the Governor General of India in Council shall from time to time notify in the *Gazette of India*.

Such fees may be levied at such place or places within British India (whether or not this Act shall have been expressly extended to the territories in which such place or places is or are situate) as the Governor General of India in Council shall from time to time notify as aforesaid.

14. Whenever any such fee shall be levied at a seaport within the territories of any Local Government other than the Local Government from whose territories the cotton was originally exported, the former shall transmit to the latter Government the whole or such portion of the fee as the Governor General of India in Council shall from time to time notify as aforesaid.

15. All such fees levied by the Local Government from whose territories the cotton shall have been originally exported, and (in case they are levied by another Local Government under the directions of the Governor General of India in Council as aforesaid) all or such portion of the fees as aforesaid, shall be paid to the credit of a fund to be termed the "Cotton Improvement Fund," which shall be established by each Local Government to whose territories this Act shall have been extended, and shall be devoted solely to carrying out the objects of this Act.

### V.—Penalties.

16. Whoever adulterates or deteriorates cotton by mixing therewith any seed, dirt, stones, or other foreign matter, or who fraudulently or dishonestly mixes cleaned and uncleaned cotton, or cotton of different varieties in one bale, or who fraudulently or dishonestly, by exposing cotton to dew or by any other means, deceptively increases or attempts to increase the weight of the same, shall be punished with imprisonment for a term not exceeding twelve months, and shall also be liable to fine.

17. Whoever fraudulently or dishonestly sells, or keeps or offers for sale, any cotton adulterated, deteriorated, or deceptively increased in weight, as aforesaid, shall be punished with imprisonment for a term not exceeding twelve months, or with fine, or with both

18. All cotton which shall have formed the subject of a conviction under Section 16 or Section 17 shall be confiscated.

19. Whoever without such license as is mentioned in Section 4 works or attempts to work any such press as is referred to in the same Section shall be liable to a fine not exceeding one thousand Rupees.

20. Whoever after such refusal as is mentioned in Section 5 works or attempts to work the press in respect of which the refusal has been made, shall be liable to a fine not exceeding one thousand Rupees.

21. Whoever neglects to obtain a new license under the circumstances mentioned in Section 7, shall be liable to a fine not exceeding one thousand Rupees.

22. Any licensee failing to mark any such bale compressed as aforesaid, shall be liable to a fine not exceeding one hundred Rupees, and his license, if it be so adjudged by the Magistrate, shall be suspended for such fixed time as the Magistrate shall think fit, or shall become void as to all presses comprised therein.

23. Whoever counterfeits or imitates any press-mark, for the use of which a license under this Act shall have been granted, or packs any bale in any cloth or wrapper bearing a press-mark which he shall not have been licensed to employ, shall be punished with imprisonment for a term which may extend to two years, or with fine, or with both.

24. Whoever offers for compression cotton adulterated, or deteriorated, or mixed as described in Section 16, shall be liable to a fine not exceeding one thousand Rupees, and all such cotton shall be confiscated.

25. Whoever abets, within the meaning of the Indian Penal Code, any offence made punishable by this Act, shall be punished with the punishment herein provided for such offence.

26. No person shall be proceeded against for any offence under this Act except by summons on information laid by an Inspector of Cotton or some other person.

27. All offences against this Act may be tried, and all confiscations and fines under its provisions may be adjudicated, by any Magistrate with powers not inferior to those of a subordinate Magistrate of the first Class.

All such fines may be levied by distraint and sale of the offender's goods by warrant under the hand of the convicting Magistrate, and shall otherwise be subject to the rules in relation to fines and the commutation and levy thereof prescribed by the Penal Code and the Code of Criminal Procedure:

Provided that, in the infliction of the penalties provided by this Act, no Magistrate shall exceed the limits of his ordinary criminal jurisdiction;

and that all fines and fees levied, and the proceeds of all cotton confiscated, under this Act, shall be carried to the credit of the Cotton Improvement Fund established by the Local Government within whose Territories such levy or confiscation shall have been made.

#### VI.—Miscellaneous.

28. Nothing herein contained shall affect the right of any person defrauded by an offender against this Act to sue him in the Civil courts.

29. All or any of the powers and duties conferred and imposed by this Act on a Collector may be exercised and performed by such other Officer as the Local Government shall from time to time appoint in this behalf. Every person shall be legally bound to furnish information to any officer so appointed when required by him to do so.

30. The Local Government may from time to time, with the previous sanction of the Governor General of India in Council, make rules for the guidance of officers in matters connected with the enforcement of this Act, and alter and add to the rules so made: Provided that such rules, alterations, and additions are not inconsistent with any of the provisions herein contained.

#### SCHEDULE.

	Fees leviable. Rs.
For every press worked by steam or any power other than animal or manual labour ...	5
For every press worked by animal, or animal and manual, labour...	2
For every press worked by manual labour alone ...	1

#### STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to apply to the whole of British India, other than the Lower Provinces of Bengal, and the Presidencies of Madras and Bombay, provisions similar to those contained in the Bombay Cotton Frauds' Act (No. IX of 1863), an enactment which, in the opinion not only of the local authorities, but also of the Liverpool and Manchester Chambers of Commerce, has been decidedly successful.

The Cotton Frauds' Act now extends only to Bombay and Berar; and from these territories the Central Provinces, in which no such Act is in force, are divided only by an imaginary line. Under these circumstances, the non-application of any such law encourages adulteration at the borders, and the same practice, with all its injurious effect on the commerce of the country, is likely, unless checked by some such measure as the proposed Bill, to increase with the extension of the Railway system. As regards the North-Western Provinces, the Calcutta Chamber of Commerce has already pressed the application of the law to those territories; and there can be little doubt that its immediate extension thereto would be desirable, although the urgent need for the law will not arise until the Railway shall have connected the North-West with the great cotton-port of Bombay.

As the proposed measure will directly benefit both the grower and the exporter, it is right that



it should pay its own expenses, and these the Bill proposes to raise by an inspection-fee prescribed by the Governor General in Council, which, however, there is no intention of regarding as a source of revenue. The Local Government of any Province, having a port of export, will most conveniently levy the fee in the form of an export-duty. In the case of the inland Provinces the fee will also, as a rule, be levied as an export-duty, but by the Local Government of the port (including, for this purpose, Calcutta, Madras, and Bombay) to which the cotton is brought for exportation. In all such cases the latter Government will refund to the Government of the inland Province so much of the export-duty as may represent the fee chargeable by such Government. Provision is, however, made for the inland Government (if this should seem more convenient) itself levying the fee at such place or places within its own territories as may be appointed by the Governor General in Council.

SIMLA, }  
The 2nd August 1867. } H. S. MAINE.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

Simla, the 21st August 1867.

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

*A Bill to provide temporary assistance to the Financial Commissioner of the Panjáb.*

WHEREAS, owing to the state of business in the Court of the Financial Commissioner of the Panjáb, it is expedient to give him some temporary assistance in the disposal of appeals now pending before him, or which, within such time as hereinafter mentioned, shall be presented in his Court; It is hereby enacted as follows:—

1. The Lieutenant-Governor of the Panjáb may, with the previous sanction of the Governor General of India in Council, appoint an officer to be styled the Additional Financial Commissioner of the Panjáb, who shall hold his office during the pleasure of the said Lieutenant-Governor.

2. The said Financial Commissioner may, from time to time so long as this Act shall remain in force, cause a list of the appeals which he may wish to be transferred from his Court to the Court of the said Additional Financial Commissioner, to be prepared and sent to the said Lieutenant-Governor; and such Lieutenant-Governor may, if he think fit, order all or any of such appeals to be transferred accordingly.

3. The procedure of the Additional Financial Commissioner in appeals so transferred, shall be regulated by the rules relating to Civil Procedure for the time being in

force in the Panjáb, and his orders on such appeals shall have the same effect to all intents and purposes as if they had been made by the said Financial Commissioner.

4. The Additional Financial Commissioner shall hold his sittings at such place in the Panjáb as the Lieutenant-Governor shall from time to time appoint.

5. This Act shall come into operation on the day of 1867, and shall remain in force until the day of 1868, or until such subsequent day (if any) as the Governor General of India in Council shall notify in the *Gazette of India*: Provided that as to such appeals (if any) as shall, on or before the said day of , or the day so notified, as the case may be, have been transferred under the provisions herein contained, and shall not have been disposed of by the Additional Financial Commissioner, this Act shall remain in force until such appeals shall have been disposed of as aforesaid.

#### STATEMENT OF OBJECTS AND REASONS.

The object of this Bill, which has been prepared at the urgent request of the Local Government, is to afford temporary relief to the Financial Commissioner of the Panjáb, who is unable to dispose with reasonable despatch of the numerous appeals now pending in his Court. The Bill provides for the appointment of an Additional Financial Commissioner, to whom will be transferred such appeals as the Financial Commissioner, with the concurrence of the Lieutenant-Governor, shall send him during the time that the proposed Act will remain in force. The Bill, if it become law, will (unless the Governor General in Council shall direct otherwise) remain in force only for six months, and for such further time (if any) as may be necessary to dispose of appeals transferred under its provisions.

SIMLA, }  
The 14th August 1867. } H. S. MAINE.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Dept. (Legislative).

Simla, the 22nd August 1867.

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

*A Bill for shortening the language used in Acts of the Governor General of India in Council and for other purposes.*

WHEREAS it is expedient to shorten the language used in Acts made by the Governor General of India in Council, and to make certain provisions relating to such Acts; It is hereby enacted as follows:—

1. This Act may be cited as "The General Clauses Act, 1867."

2. In this Act and in all Acts made by the Governor General of India in Council after this Act shall have come into operation,—  
Interpretation clause. unless there be something repugnant in the subject or context,—

(1.) Words importing the masculine gender, shall be taken to include females;  
"Gender."

(2.) Words in the singular shall include the plural, and *vice versa*;  
"Number."

(3.) "Person" shall include any company, or association, or body of individuals whether incorporated or not;  
"Person."

(4.) "Year" and "month" shall respectively mean a year and month reckoned according to the British calendar;  
"Year" and "month."

(5.) "Immoveable property" shall include land, benefits to arise out of land, and things attached to the earth, or permanently fastened to anything attached to the earth;  
"Immoveable property."

(6.) "Moveable property" shall mean property of every description, except immoveable property;  
"Moveable property."

(7.) "Her Majesty" shall include her heirs and successors to the Crown;  
"Her Majesty."

(8.) "British India" shall mean the territories for the time being vested in Her Majesty by the Statute 21 & 22 Vic., Cap. 106 (*An Act for the better government of India*), other than the Settlement of Prince of Wales' Island, Singapore, and Malacca;  
"British India."

(9.) "Government of India" shall denote the Governor General of India in Council, or, during the absence of the Governor General of India from his Council, the President in Council, or the Governor General of India alone as regards the powers which may be lawfully exercised by them or him respectively;  
"Government of India."

(10.) "Local Government" shall mean the person authorized by law to administer executive Government in the part of British India in which the Act containing such expression shall operate, and shall include a Chief Commissioner;  
"Local Government."

(11.) "High Court" shall mean the highest Civil Court of Appeal in such part;  
"High Court."

(12.) "District Judge" shall mean the Judge of a principal Civil Court of original jurisdiction; but shall not include a High Court in the exercise of its ordinary original civil jurisdiction;  
"District Judge."

(13.) "Magistrate" shall include all persons exercising all or any of the powers of a Magistrate under the Code of Criminal Procedure;  
"Magistrate."

(14.) "Section" shall denote a section of the Act in which the word occurs;  
"Section."

(15.) "Will" shall include a codicil and every writing making a voluntary posthumous distribution of property;  
"Will."

(16.) "Obligation" shall denote any instrument by which one person binds himself absolutely or conditionally to pay money to another person;  
"Obligation."

(17.) "Oath" shall include a solemn affirmation substituted by law for an oath;  
"Oath."

(18.) "Imprisonment" shall mean imprisonment of either description as defined in the Indian Penal Code.  
"Imprisonment."

3. In all Acts made by the Governor General of India in Council after this Act shall have come into operation;—

(1.) For the purpose of reviving, either wholly or partially, a Statute, Act or Regulation repealed, it shall be necessary expressly to state such purpose;  
Revival of repealed enactments.

(2.) For the purpose of excluding the first in a series of days or any other period of time, it shall be sufficient to use the word "from";  
Commencement of time.

(3.) For the purpose of including the last in a series of days or any other period of time, it shall be sufficient to use the word "to";  
Termination of time.

(4.) For the purpose of expressing that a law relative to the chief or superior of an office, shall apply to the deputies or subordinates lawfully executing the duties of such office in the place of their superior, it shall be sufficient to prescribe the duty of the superior;  
Official chiefs and subordinates.

(5.) For the purpose of indicating the relation of a law to the successors of any functionaries, or of corporations having perpetual succession, it shall be sufficient to express its relation to the functionaries or corporations: and  
Successors.

(6.) For the purpose of indicating the application of a law to every person or number of persons for the time being executing the functions of an office, it shall be sufficient to mention the official title of the officer at present executing such functions, or that of the officer by whom the functions are commonly executed.  
Substitution of functionaries.

4. The provisions of Sections 63 to 70, both inclusive, of the Indian Penal Code, and of Section 61 of the Code of Criminal Procedure, shall apply to all fines imposed under the authority of any Act hereafter to be passed, unless such Act shall contain an express provision to the contrary.  
Recovery of fines.

5. The repeal of any Statute, Act or Regulation, shall not affect anything done or any offence committed, or any fine or penalty incurred, or any proceedings commenced before the repealing Act shall have come into operation.  
Matters done under an enactment before its repeal to be unaffected.

6. All Courts of Justice, whether exercising civil or any other jurisdiction, and all persons having by law or consent of parties authority to receive evidence, shall take judicial notice of all Acts heretofore made, or hereafter to be made, by the Governor General of India in Council, whether the same be of a public or of a private nature.  
Judicial notice to be taken of Acts.



7. Any recital contained in any Act of the Governor General of India in Council heretofore made or hereafter to be made, shall be deemed by all such Courts and persons to be *prima facie* evidence of the truth of the fact recited.

#### STATEMENT OF OBJECTS AND REASONS.

A measure resembling the present has long been contemplated in the Legislative Department of the Government of India, but has been delayed from various causes, among which has been the impression that a series of clauses, having the same object as the Bill, might possibly be sent out by the Indian Law Commissioners.

Two Acts of Parliament, the stat. 7 Wm. IV and 1 Vic. Cap. 39 and the stat. 13 and 14 Vic. Cap. 21, have been passed to shorten the language of statutory enactments. The latter statute has not perhaps been sufficiently attended to in the drafting of subsequent English Acts, but the former, which relates to Scotland, is understood to have materially contributed to the abridgement of measures affecting that country. Similar enactments have recently been passed by the Councils of the Governor of Madras and of the Lieutenant-Governor of Bengal.

It is hoped that if this Bill become law, it will not only produce greater clearness and intelligibility in the Acts hereafter made by the Governor General of India in Council, but will also contribute to the attainment of uniformity in our laws, and save expense by the exclusion of many provisions now necessarily inserted. It provides, first, for the interpretation of some eighteen words and phrases in common use, and then for the non-revival of repealed enactments. It then contains rules as to commencement and termination of a period of time mentioned in an enactment. It provides for the cases of official chiefs and subordinates, successors of functionaries or corporations, and persons holding acting appointments. It prescribes a uniform mode of recovering fines. And, lastly, it directs that judicial notice shall be taken of Acts, and that a legislative recital shall be *prima facie* evidence of the truth of the fact recited.

SIMLA, }  
The 9th August 1867. } H. S. MAINE.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

Simla, the 29th August 1867.

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

*A Bill to correct an error in Act No. XVII of 1862.*

WHEREAS Act No. XVII of 1862 (*An Act to repeal certain Regulations and Acts relating to Criminal Law and Procedure*) repeals by its schedule the whole

Madras Regulation XI, 1816 (*A Regulation for the establishment of a general system of Police throughout the territories subject to the Government of Fort St. George*), "except Sections VIII, IX, X, XII, XIII, XIV, and XLVII;" and whereas the said section number "XII" is an error, and it is expedient to correct the same; It is hereby enacted as follows:—

1. The Schedule to the said Act shall be read as if for the words and figures hereinbefore cited, the following were substituted (that is to say), "except Sections VIII, IX, X, XI, Clause 1. XIII, XIV, XLVII."

#### STATEMENT OF OBJECTS AND REASONS.

This Bill proposes to correct a somewhat important misprint in the schedule to the copy of Act XVII of 1862 signed by the Governor General. The power of search conferred on Heads of Villages by the first clause of Section XI of Madras Regulation XI, 1816, though repealed by an Act of 1859, was expressly revived by Act XVII of 1862 in the body of that Act. Owing, however, to the misprint above referred to, the clause was repealed again by the schedule to the same Act. It is considered highly desirable to restore the power of search thus lost, and with this view the present Bill has been prepared at the instance of the Government of Madras.

SIMLA, }  
The 28th August 1867. } H. S. MAINE.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

#### HOME DEPARTMENT.

##### NOTIFICATIONS.

Simla, the 23rd August 1867.

No. 3825.

The Governor General in Council is pleased to permit the Reverend A. B. Spry, B. A., who has completed a service of 28 years as Chaplain on the Bengal Ecclesiastical Establishment, to retire from the service from the 14th October 1867, on a pension of £365 a year, as authorized in the Despatch of the Secretary of State in the Financial Department, No. 32, dated the 17th February 1865.

No. 3830.

Gunput Rao, Naib Tehseeldar of the Balaghat District, in the Central Provinces, is invested with the powers described in Section 6 of Act XIV. of 1865, to be exercised within the limits of the Balaghat Tehseel.

The 27th August 1867.

No. 3937.

Mr. G. F. B. Jellicoe, Assistant Superintendent in the Telegraph Department, is permitted to resign his appointment with effect from the 22nd April last.

## No. 3939.

Mr. W. H. Rees, Assistant Superintendent in the Telegraph Department, has obtained one month's privilege leave of absence from the 16th ultimo.

## No. 3941.

The Governor General in Council has been pleased to promote Junior Chaplain the Reverend J. Mackay, B. D., who completed his service of ten years on the 20th March 1867, to be Chaplain from that date.

*The 29th August 1867.*

## No. 3977.

Mr. J. Robertson, Assistant Apothecary, is appointed to the medical charge of the Topographical Survey Party, No. 6, in the Cossyah and Garrow Hills.

## No. 3980.

Mr. J. T. O'Flynn, Superintendent in the Telegraph Department, has obtained privilege leave of absence for two months, from the date on which he may avail himself of the same.

## No. 3982.

Lieutenant W. Vertue, Assistant Commissioner in the Central Provinces, officiated as Inspector of Schools, Northern Circle, from the 8th January to the 22nd June 1867.

APPOINTMENT.—Mr. A. T. Drysdale, 2nd Master of the Saugor School, to officiate as Inspector of Schools, Northern Circle, as a temporary arrangement, until further orders.

## No. 3984.

Doctor E. Bonavia, Health Officer, Lucknow, has obtained privilege leave of absence for two months, from the date on which he may avail himself of it.

## No. 3996.

The privilege leave of absence for three months granted to Mr. J. H. Rivett-Carnac, Cotton Commissioner for the Berars and the Central Provinces, is cancelled at his own request.

## No. 3998.

Mr. L. P. Delves Broughton, Officiating Recorder of Rangoon, received charge of the duties of his office from Lieutenant-Colonel Stevenson, Commissioner of Pegu, on the afternoon of the 12th instant.

## No. 4000.

Mr. A. F. A. Hervey, Assistant Superintendent, Government Telegraph Department, has been granted one month's privilege leave of absence with effect from the 7th April last.

## No. 4002.

So much of the Notification of this Department No. 2170, dated the 11th ultimo, as confers Magisterial powers upon Captain Ferguson, late Fort Adjutant at Asseerghur, is cancelled, and the Governor General in Council is pleased, with reference to Section 5 of Act XXII. of 1864, to invest Major P. E. Quin with the powers of a Subordinate Magistrate of the 1st Class, described in Section 22 of Act XXV. of 1861, to be exercised within the limits of the Cantonment of Asseerghur.

## No. 4004.

The undermentioned Officers in the British Burmah Commission are invested with the powers of a Subordinate Magistrate of the 2nd Class, described in Section 22 of Act XXV. of 1861, viz. :—

Mr. H. Buckle.	Lieut. M. Furlong.
„ A. Hough.	„ R. C. Evanson.

## No. 4006.

Notification No. 2488, dated 19th ultimo, investing Ahfad Hossein, Extra Assistant Commissioner, Saugor, in the Central Provinces, with the powers of a Subordinate Magistrate of the 2nd Class, described in Chapter 2, Section 22 of Act XXV. of 1861, is cancelled.

## No. 4008.

Major R. Reuton returned from leave to Europe, and resumed charge of the Town Magistrate's Office at Mysore on the 1st instant.

## No. 4010.

The services of Captain G. Briggs, late Officiating Town Magistrate of Mysore, have been replaced at the disposal of the Government of Fort St. George, consequent on the return to duty of Major R. Reuton.

*The 30th August 1867.*

## No. 4053.

Syud Oulad Hossein, Extra Assistant Commissioner in the Central Provinces, is invested with the powers of a Magistrate described in Section 22 of Act XXV. of 1861.

E. C. BAYLEY,

*Secy. to the Govt. of India.*

## FOREIGN DEPARTMENT.

## NOTIFICATIONS.

## Military.

*Simla, the 29th August 1867.*

## No. 158.

APPOINTMENT.—Lieutenant H. W. Shoubridge, 1st Wing Subaltern, 7th Regiment, Native Infantry, to be a Wing Subaltern in the Meywar Bheel Corps.



**General.***The 28th August 1867.*

No. 1450.

LEAVE.—Privilege leave for three months is granted to Syud Mohomed Khan, Extra Assistant Commissioner in the Settlement Department in Oudh.

*The 29th August 1867.*

No. 1457.

*Erratum.*—In Notification No. 1327, dated 6th instant, for “1st Assistant Political Agent in Meywar,” read “2nd Assistant to the Political Agent in Meywar.”

No. 1459.

LEAVE.—Privilege leave for one month is granted to Lieutenant J. FitzGerald, Assistant Commissioner of Akolah, in the Hyderabad Assigned Districts.

No. 1461.

LEAVE.—Privilege leave for one month is granted to Lieutenant W. Hamilton, Assistant Commissioner of Seetapore, in Oudh.

No. 1463.

APPOINTMENT.—Mr. J. Dyson, Assistant Commissioner of Lucknow, to act as Superintendent of Excise and Stamps in addition to his own duties, during the absence of Mr. E. N. C. Braddon, on privilege leave.

W. MUIR,  
*Foreign Secretary.*

**FINANCIAL DEPARTMENT.****NOTIFICATIONS.***Simla, the 29th August 1867.*

No. 2327.

Mr. A. Anthony availed himself of the privilege leave granted to him in Financial Notification No. 1738 of the 29th March 1867, on the 1st May and returned to duty on the 1st July following.

Mr. G. Bagley availed himself of the privilege leave granted to him in Financial Notification No. 1807 of the 2nd instant, on the 30th idem.

No. 2329.

Mr. L. Berkely made over charge of the Office of Assistant to the Deputy Commissioner of Paper Currency, Lahore Circle, to Mr. R. A. Sterndale on the forenoon of the 13th instant.

No. 2376.

Mr. E. S. Byrne, Deputy Accountant General, Hyderabad, is promoted to the third class of the Financial Department.

E. H. LUSHINGTON,  
*Secy. to the Govt. of India.*

**MILITARY DEPARTMENT.***Simla, the 23rd August 1867.*

No. 832 of 1867.—The services of Lieutenant H. W. Shoubridge, of the General List, Infantry, 1st Wing Subaltern, 7th Regiment, Native Infantry, are placed at the disposal of the Foreign Department.

No. 833 of 1867.—The Right Hon'ble the Governor General in Council is pleased to publish, for general information, the following Financial Despatch to the Government of Bombay, from the Right Hon'ble the Secretary of State for India:—

FINANCIAL. INDIA OFFICE;  
(*Military Fund.*) London, the 16th July 1867.  
No. 98.

*To His Excellency the Right Hon'ble the Governor in Council, Bombay.*

SIR,—Para. 1. I have received and considered in Council your Military letter dated 26th March 1867, No. 23, and its accompanying papers, relating to the claim preferred against Major-General Skinner, of the Bombay Staff Corps, for payment of the donation and subscription of a Colonel to the Military Fund of your Presidency on his promotion to the rank of Major-General of the Staff Corps, and bringing to my notice the disproportionate increase of donations and subscriptions payable by a married subscriber on promotion to Colonel.

2. After a careful consideration of the whole case, I have arrived at the conclusion that Major-General Skinner does not hold the rank of a substantive Colonel, and should not, therefore, be compelled to pay the donation and increased subscription of an Officer of that rank, which have never been made obligatory on Officers holding brevet rank.

3. The donation and increased subscription of Colonel will in future be paid by Officers attaining Colonel's allowances, who will be considered for Fund purposes as then, and not till then, attaining to the rank of full Colonel.

4. I come now to the part of your letter in which you state that your attention has been drawn to the disproportionate increase of donations and subscriptions payable by a married subscriber on promotion to Colonel; but this payment, although it may appear large, does not seem to me unjust or out of proportion to the difference of pay received, as shown by Major Chitty in his letter to your Government, of 25th March last; and it must be borne in mind that when the Secretary of State for India in Council accepted the liability and management of the Military Funds, it was under an express engagement that the rules then in force should be maintained, and I cannot entertain any proposal for their alteration.

I have, &c.,  
(Sd.) STAFFORD H. NORTHCOTE.

*The 27th August 1867.*

No. 834 of 1867.—The undermentioned men, declared unfit for further service on account of wounds and injuries received, are granted the pensions noted opposite to their respective names :—

Rank.	Names.			Nature and degree of pension.	Amount monthly.	Circle of payment.
	<i>6th Bengal Cavalry :</i>				<i>Rs. A. P.</i>	
Sowar	...	Dillasa Sing	...	Injury, 3rd degree...	3 0 0	Cawnpore.
	<i>5th Native Infantry :</i>					
Naick	...	Pirthee Sing	...	Wound, 1st degree.	12 0 0	Cawnpore.
	<i>12th Native Infantry :</i>					
Havildar	..	Ahmed Khan	...	Wound, 3rd degree	6 0 0	Meerut.
	<i>3rd Gooorkha Regiment :</i>					
Sepoy	...	Daib Sing Rowut	...	Wound, 3rd degree	4 0 0	Meerut.
Ditto	...	Purteemun Khuttree	...	Wound, 3rd degree	4 0 0	Lucknow.
Ditto	...	Tibbickram Khowash	...	Wound, 3rd degree	4 0 0	Lucknow.



No. 835 of 1867.—Agreeably to G. G. O. No. 94, dated 1st May 1837, the undermentioned widows are admitted to pensions equal to those conferred by the 3rd Class Order of Merit on their late husbands, for three years commencing from the date of the casualty:—

NAME OF CLAIMANT.	AGE.		HEIGHT.		Caste.	Personal appearance and particular marks.	Village and District.	Nature of relationship to the deceased.	DESCRIPTION OF THE DECEASED RELATION ON WHOSE ACCOUNT CLAIMS ARE MADE.			Date of Admission.	Date of Committee's Proceedings.	Amount of Pension.	For what period.	By what Pension Pay Master payable.
	Years.	Months.	Feet.	Inches.					Name.	Rank.	Last Corps.					
Khubecha	60	...	4	11	Braminee	Old and worn out; has a slight scar between the eye-brows.	Olinee, Bhojore Pergunah, Arrah Zillah.	Widow	Nidhan Misser.	Subadar.	12th Native Infantry.	20th May 1866.	18th March 1867.	:	Three years.	Dinapore.
Jeetoo	50	...	5	4	Bhaat	Mole on left cheek.	Village Rajpore, Pergunah Aroul, Zillah Sahibgunge, Province Behar.	Widow	Issur Dutt.	Subadar.	1st Assam Light Infantry.	18th August 1866.	18th March 1867.	:	Three years.	Dinapore.

No. 836 of 1867.—The undermentioned Officer of the Bengal Staff Corps having completed twelve year's service, is promoted to the rank of Captain from the date specified, under the provisions of G. G. O. No. 808 of the 26th September 1866, subject to Her Majesty's approval:—

Lieutenant Frederick Henry Hood, 20th August 1867.

No. 837 of 1867.—The undermentioned out-pensioners of the Royal Hospital at Chelsea, having been permitted to reside and draw their stipends in India, payment of pension is to be made and charged accordingly:—

	<i>Rate of pension per diem.</i>
Serjeant Michael Mulvaney, late of the 2nd Battalion, 12th Foot ... ..	One shilling and eight pence (1s. 8d.), from the date on which he ceases to receive regimental pay or allowance.
Serjeant Samuel Holloway, late of the 7th Hussars... ..	Two shillings (2s.), from the date on which he ceases to receive regimental pay or allowance.
Serjeant John Quinlan, late of the 16th Brigade, Royal Artillery ... ..	Two shillings (2s.), from the date on which he ceases to receive regimental pay or allowance.
Gunner George Woolner, late of the 24th Brigade, Royal Artillery ... ..	One shilling (1s.), from the date on which he ceases to receive regimental pay or allowance.
Gunner James Dickson, late of the 16th Brigade, Royal Artillery ... ..	Six pence (6d.), for three years, from the date on which he ceases to receive regimental pay or allowance.

No. 838 of 1867.—Magazine Serjeants Samuel Smith and James H. Smyth, having passed the prescribed examination, are appointed to officiate as Sub-Conductors in the Ordnance Department, to fill existing vacancies.

No. 839 of 1867.—The promotion of Lieutenant-Colonel C. F. Grant, Bombay Infantry, to the rank of Colonel by brevet from the 10th June 1867, published in G. G. O. No. 629, dated the

17th idem, is cancelled—that Officer having retired from the service with effect from the 9th January 1866.

No. 840 of 1867.—The undermentioned Officer has reported his departure on the date specified opposite to his name:—

Major F. A. Dickins, of the Bengal Staff Corps, G. G. O. No. 517 of 1867 ..	{ Boroda, 14th May 1867, from Bombay.
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No. 841 of 1867.—The undermentioned students of the Lahore Medical College having passed the prescribed examination, are admitted into the service as Native Doctors, with effect from the 1st August 1867, and placed at the disposal of the Inspector-General of Hospitals, Indian Medical Service, Lower Provinces:—

Houssain Buksh.	Gunesh Doss.
Toolsee Ram.	Dowlut Ram.

No. 842 of 1867.—The undermentioned Officer has reported his return from England:—

Lieutenant-Colonel A. Fraser, c. B., of the Royal Engineers, Chief Engineer, Department Public Works ...	{ Date of arrival at Fort William. 10th August 1867.
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No. 843 of 1867.—*Errata.*—In G. O. G. G. No. 543 of 23rd May 1867,—

*14th Native Infantry:*

For Jemadar Khuzun Singh, read Jemadar Khuzan Singh.

For Drummer Jewhawuth Singh, read Drummer Jewharwirth Singh.

*21st Punjab Native Infantry:*

For Naick Khun Ram, read Naick Khusi Ram.

*34th Native Infantry:*

For Naick Bagu Lall, read Naick Bajee Lall.

For Naick Sunker Lall Tewarry, pensioned as Naick, read pensioned as Sepoy.

*Erratum.*—In G. O. G. G. No. 581 of 30th May 1867,—

*19th Bengal Cavalry:*

For Sowar Nabab Khan, read Sowar Nawab Khan.

No. 844 of 1867.—The undermentioned Non-Commissioned Officer is admitted to pension as specified opposite to his name:—

Serjeant Edward Diggins, of the Infantry Company, European Invalid Battalion ...	{ Twoshillings (2s.) per diem, payable in Europe.
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*The 28th August 1867.*

No. 845 of 1867.—The following promotions are made in the undermentioned corps of the Native Army :—

Corps.	Rank and Names.	To what rank promoted.	From what date.	In whose room.
2nd Bengal Cavalry.	<i>Jemadar :</i>			
	Meer Nuzeer Hoosein ...	Ressaidar ...	1st May 1867...	Munsubdar Khan, invalided.
	<i>Jemadar :</i>			
	Abdool Wajed Khan ...	Ditto ...	Ditto ...	Meer Imdad Hoosein, invalided.
	<i>Kote-Duffadars :</i>			
	Shaik Syfoollah ...	Jemadar ...	Ditto ...	Meer Nuzeer Hoosein, promoted.
	Zaminsha Khan ...	Ditto ...	Ditto ...	Abdool Wajed Khan, promoted.

*The 29th August 1867.*

No. 846 of 1867.—The following order, issued by the Resident at Hyderabad, is confirmed :—

No. 147 of the 17th July 1867.—Commuting to preparatory leave the privilege leave of absence granted in Hyderabad Contingent Orders dated 15th idem, to Lieutenant E. W. Shaw, Wing Subaltern, 1st Infantry, Hyderabad Contingent—that Officer having obtained a furlough to Europe on medical certificate.

No. 847 of 1867.—The undermentioned Officer is admitted to the Bengal Staff Corps, with effect from the date specified opposite to his name, subject to the confirmation of the Right Hon'ble the Secretary of State for India :—

Lieutenant Frederick William Nicolay, of Her Majesty's 107th Foot, 2nd Wing Subaltern, 7th Regiment of Native Infantry } 14th July 1866.

No. 848 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment in the Department of the Adjutant General :—

Lieutenant-Colonel T. F. Wilson, c. b., of the Bengal Staff Corps, Commandant, 7th Bengal Cavalry, to be 1st Assistant Adjutant General, *vice* Major Fraser, whose tour on the staff has expired.

*The 30th August 1867.*

No. 849 of 1867.—The following paragraphs of a Military letter from the Right Hon'ble the Secretary of State for India, No. 212, dated 31st July 1867, are published for general information :—

Para. 1. The undermentioned Officers and Warrant Officers have been permitted to return to their duty, *viz.* :—

Colonel H. Lewis.

„ C. F. M. Mundy.

„ H. Rigby.

Lieutenant-Colonel H. D. Maunsell, per *Shannon*.

Major J. Hume.

„ B. W. Ryall, per *Hotspur*.

Captain J. Stevenson.

Lieutenant F. Coddington.

„ R. D. Beetson.

Assistant Surgeon E. J. Hoskins, per *Clarence*.

„ F. Carter, per *St. Lawrence*.

Conductor J. H. Senior.

Sub-Conductor M. Carew.

2. The undermentioned Officers have been granted extensions of leave for the periods specified, *viz.* :—

Lieutenant-Colonel E. J. Rickards ... 6 months.

„ E. J. Simpson ... 4 „

Major G. E. Watson ... 6 „

Captain W. F. Fergusson ... 3 „

„ A. Copland ... 3 „

„ A. Callander ... 6 „

Lieutenant F. B. Morris ... 6 „

„ G. Logan ... 2 „

„ A. Oldham ... 1 month.

3. The undermentioned Officer has been permitted to retire from the service from the date specified, *viz.* :—

Lieutenant-Colonel A. S. O. Donaldson, from the 20th June 1867.

No. 850 of 1867.—*Erratum*.—In G. G. O. No. 673 of 1867, for the words “under the orders of His Excellency the Commander-in-Chief and,”

read after communication with the Military Divisional Authorities, and by their orders.

Order Books to be corrected accordingly.

No. 851 of 1867.—With reference to G. G. O. No. 763 of 1867, notifying the retirement from the service of Surgeon-Major Goodeve from the 13th October 1866, His Excellency the Governor General of India in Council is pleased to make the following promotions in the Medical Department in cancelment of G. G. Orders Nos. 221 and 722 of the 26th February and 11th July 1867:—

Deputy Inspector-General of Hospitals, with temporary rank, Edward Brouncker Thring, to have permanent rank from the 26th January 1867, *vice* Deputy Inspector-General of Hospitals J. Bowhill, retired.

Deputy Inspector-General of Hospitals, with temporary rank, Charles Lindsay Cox, A. B. and F. R. C. S., to have permanent rank from the 22nd June 1867, *vice* Deputy Inspector-General of Hospitals J. Macintire, deceased.

No. 852 of 1867.—*Erratum*.—In G. G. O. No. 830 of the 23rd August 1867, for "F. H. Wood," read *F. H. Hood*.

Order Books to be corrected accordingly.

#### The 30th August 1867.

No. 853 of 1867.—With reference to G. G. O. No. 255 of the 13th March 1866, it is notified that, on the recommendation of the Government of India, Her Majesty's Government has been pleased to confer a Good Service Pension on the undermentioned Officer, with effect from the date specified:—

Major-General Robert Nicholas Faunce, of the Madras Staff Corps.

Ensign	...	{ 2nd Regiment, Native Infy. }	6th May 1825.
Lieutenant	...		18th June 1828.
Captain	...		3rd April 1836.
Major (Brevet)	...		9th November 1846.
Major	...		31st March 1858.
Lieut.-Col. (Brevet)	...		20th June 1854.
Lieutenant-Colonel	...	{ Infy. }	1st January 1862.
Colonel (Brevet)	...		20th July 1858.
Major-General	...		26th February 1867.

Present at the insurrection in Canara, 1837; served with the expedition to China in 1842; engaged at the capture of Shanghai, 19th June; and battle of Ching Kiangfoo, 21st July 1842. From the 12th March 1867, in room of Colonel William Pitt Macdonald, deceased.

No. 854 of 1867.—The undermentioned Officer is admitted to the Bengal Staff Corps, with effect from the date specified opposite to his name, subject to the confirmation of the Right Honorable the Secretary of State for India:—

Ensign Henry Paterson, of Her Majesty's 98th Foot, 1st Wing Subaltern, 23rd (Punjab) Regiment of Native Infantry	{ 17th May 1866.

No. 855 of 1867.—Ensign H. Paterson, of Her Majesty's 98th Foot, 1st Wing Subaltern, 23rd (Punjab) Regiment of Native Infantry, admitted to the Bengal Staff Corps by G. G. O. No. 854 of the 30th August 1867, will rank as Lieutenant in that corps, under the operation of paragraph 84 of G. G. O. No. 332 of 1861, with effect from the 17th May 1866, subject to Her Majesty's approval.

No. 856 of 1867.—The following promotions are made in the undermentioned corps of the Native Army:—

Corps.	Rank and Names.	To what rank promoted.	From what date.	In whose room.
2nd Goorkha (The Sir-moor Rifle) Regiment.	<i>Jemadars:</i>			
	Surrupjeet Thappa ...	Subadar ...	1st May 1867...	{ Subadars Kurbeer Thappa and Toolaram Groon, invalided.
	Koomlah Jhankree ...	Ditto ...	Ditto ...	
	<i>Havildar:</i>			
	Narain Thappa ...	Jemadar ...	1st May 1867...	Jemadar Surrupjeet Thappa, promoted.

H. W. NORMAN, Col.,  
Secy. to the Govt. of India.



## PUBLIC WORKS DEPARTMENT.

## NOTIFICATIONS.

## Establishment.

*Simla, the 28th August 1867.*

No. 228.

Mr. J. H. Kenyon is appointed to the Public Works Department as a Sub-Engineer of the 3rd Grade, and posted to Rajpootana.

No. 229.

Serjeant R. Jackson, Bengal Sappers and Miners, is re-appointed to the Public Works Department as an Overseer of the 1st Grade, and posted to Oudh.

No. 230.

Major G. Price, Superintending Engineer, Hyderabad, is allowed fifteen days' preparatory leave with effect from the date he may avail himself of it.

No. 231.

Mr. G. Thomas is appointed to the Public Works Department as an Assistant Engineer of the 3rd Grade, and posted to the Central Provinces.

C. H. DICKENS, Col., R. A.,

*Secy. to the Govt. of India.*

## TOPOGRAPHICAL SURVEY OF INDIA.

## NOTIFICATION.

*Calcutta, the 12th August 1867.*

To fill existing vacancies in the Department, the following subordinate appointments, on probation, are made from 1st September 1867 :—

Mr. R. G. Rae, apprentice in the Surveyor General's Office, is appointed a 4th Grade Sub-Assistant.

Mr. W. W. McNair, apprentice in the Surveyor General's Office, is appointed a 4th Grade Sub-Assistant.

Mr. Jno. Chennell, apprentice, is appointed a 4th Grade Sub-Assistant.

H. L. THUILLIER, Colonel,  
*Surveyor General of India.*

## REVENUE SURVEY DEPARTMENT.

## NOTIFICATION.

*Calcutta, the 21st August 1867.*

No. 34.

APPOINTMENT.—Lieutenant H. S. Hutchinson, R. A., to do duty in the North-Western Frontier Revenue Survey, as Probationary Assistant, until further orders.

JOHN MACDONALD, Major,  
*Offg. Depy. Surveyor General.*

## POSTAL DEPARTMENT.

## NOTIFICATION.

*Simla, the 26th August 1867.*

LEAVE.—The following leave of absence has been granted to Mr. Charles W. Hutchinson, Chief Inspector of Post Offices, Central Provinces, under the Uncovenanted Service Leave Rules :—

Preparatory leave from the 19th June: leave beyond sea on medical certificate for fifteen months from the 24th June, on which date Mr. Hutchinson sailed from Bombay.

APPOINTMENT.—Mr. J. J. Jordon officiated as Chief Inspector of Post Offices, Central Provinces, from the afternoon of the 19th June to the morning of the 12th July.

Mr. G. Kimpton has been appointed to officiate as Chief Inspector of Post Offices, Central Provinces, during the absence of Mr. Hutchinson, or until further orders: Mr. Kimpton took charge of the office on the morning of the 12th July.

A. M. MONTEATH,

*Director Genl. of the Post Office of India.*

## GAZETTE OF INDIA.

## NOTIFICATION.

*The 26th April 1867.*

The Viceroy and Members of the Government of India having left the Presidency for Simla, it is hereby notified that on and after the 4th May until further notice, the *Gazette of India* will be published at Simla on the morning of every Saturday.

All communications other than remittances intended for the *Gazette* should be addressed to the "Superintendent, *Gazette of India*, Simla."

Remittances should be sent to the Calcutta Office.

In answer to numerous enquiries, the Publisher of the *Gazette of India* notifies to private Subscribers that though no stamps are affixed to their copies, they are still liable to the cost of postage, as that cost, though not paid on each separate parcel, is still debited to the *Gazette* by the Post Office.

*Price 5 Rupees.*

FINANCE AND REVENUE ACCOUNTS OF THE GOVERNMENT OF INDIA, for the year 1865-66, and ESTIMATE of REVENUE, EXPENDITURE, and CASH BALANCES for 1866-67, with a comparison of the two years.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,

4, HASTINGS STREET.

1867.

## Weekly Statement of Silver tendered, of Certificates issued, and Silver Balance in the Mint.

DATE.	Silver tendered, estimated value.	Certificates issued for.	BALANCE OF BULLION.		
			Under assay.	Assayed.	Held on at Currency De- partment.
1867.	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>
August 12th ... ..	12,290	... ..	1,71,051	26,331	27,61,718
„ 13th ... ..	1,56,685	86,898	2,36,957	1,17,286	27,61,718
„ 14th ... ..	3,939	.....	2,40,896	1,18,844	27,61,718
„ 15th ... ..	1,23,825	.....	3,64,721	1,19,054	27,61,718
„ 16th ... ..	28,845	.....	3,93,566	19,363	27,61,718
„ 17th ... ..	58,923	22,650	4,29,680	42,155	27,61,718

CALCUTTA MINT,  
The 19th August 1867. }

J. F. SHEKLETON,  
Officiating Mint Master.

## Weekly Statement of Silver tendered, of Certificates issued, and Silver Balance in the Mint.

DATE.	Silver tendered, estimated value.	Certificates issued for.	BALANCE OF BULLION.		
			Under assay.	Assayed.	Held on at Currency Department.
1867.	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>
August 19th ... ..	42,541	52,875	4,18,739	1,08,255	27,61,718
„ 20th ... ..	12,375	66,167	3,64,069	1,75,418	27,61,718
„ 21st ... ..	3,708	1,10,070	2,53,525	1,96,414	27,61,718
„ 22nd ... ..	.. ..	1,10,046	1,39,631	2,67,136	27,61,718
„ 23rd ... ..	} Holidays.				
„ 24th ... ..					

CALCUTTA MINT,  
The 26th August 1867. }

J. F. SHEKLETON,  
Officiating Mint Master.



*STATEMENT of Government Promissory Notes, enfaced for payment of Interest in London, under  
on the 8th*

PARTICULARS.	3½ per cent. Loan of 1853-54.	4 PER CENT. LOANS						
		of 1824-25.	of 1828-29.	of 1832-33.	of 1835-36.	of 1842-43.	of 1854-55.	Transfer of 1865.
Balance of 22nd July 1867 ...	36,100	26,666	2,346	20,49,173	32,16,500	1,23,26,200	98,12,200	58,79,600
<i>Add—</i>								
Amount enfaced at Madras between 23rd July and 8th August 1867 ...	...	...	...	...	...	10,700	...	...
Amount enfaced at Bombay between 23rd July and 8th August 1867 ...	...	...	...	...	35,700	97,300	45,500	70,000
Amount enfaced at Calcutta between 23rd July and 8th August 1867 ...	...	...	...	3,200	58,700	60,200	16,800	55,200
TOTAL ...	36,100	26,666	2,346	20,52,373	33,10,900	1,24,94,400	98,74,500	60,04,800
<i>Deduct—</i>								
Amount written off in the London Registers ...	...	...	...	...	19,500	98,500	24,000	...
Balance on 8th August 1867 ...	36,100	26,666	2,346	20,52,373	32,91,400	1,23,95,900	98,50,500	60,04,800

NOTE.—From 9th to 22nd June 1867 enfaced from India

„ 23rd June to 8th July „ „ „ „  
 „ 9th July to 22nd „ „ „ „ „  
 „ 23rd „ „ 8th August „ „ „ „

PUBLIC DEBT OFFICE;  
 BANK OF BENGAL,  
*The 19th August 1867.*

Balance against India

### CURRENCY NOTES.

*Extract from Financial Department Notification  
 No. 1004A., dated Simla, 30th July 1866.*

*Para. 9.—“The person making the statement respecting a lost or destroyed Note, or portion of Note, will be required to advertise its loss (free of charge) thrice at least in the Official Gazette of the Presidency or place where or within which the Note is payable, and once in the Gazette of India.”*

#### Lost.

Second halves of the following Currency Notes—  
 intimation of loss given to the Currency Office,  
 Allahabad:—

No. A26—15942, for Rs. 20.

„ A26—16623, „ 20.

JOHN GREIVE HALL, *Lieut., R. E.*

The second half of the following Currency  
 Note—intimation of loss given to the Currency  
 Office, Calcutta:—

No. A20—41500, for Rs. 10.

P. DRUMM,  
*Inspector of Police, Section O.,  
 South Colingah.*

Second half of the following Government Cur-  
 rency Note—intimation of loss given to the Cur-  
 rency Office at Calcutta:—

No. A19—21193, for Rs. 10.

RAM LALL BOSE.

In transit by Post between Dhurmsalla and  
 Jullundur, the following entire Punjab Circle  
 Notes:—

No. A—37627, for Rs. 100.

„ A—39329, „ 100.

„ A—35612, „ 100.

CHUJJOLOLL.

In transit through the Post from Dalhousie to  
 Jullundur cantonment, the undermentioned Cur-  
 rency Notes—intimation of loss given to the Cur-  
 rency Offices at Lahore and Calcutta:—

No. 35612, for Rs. 100, Lahore Circle.

„ 37627, „ 100, „ „

„ 39329, „ 100, „ „

LALLOO MULL,  
*Cloth Merchant, Sudder Bazar,  
 Dalhousie.*

*deduction of amount re-transferred to India, and outstanding in the Books of the Bank of Bengal August 1867.*

4½ per cent. Loan of 1856-57.	5 PER CENT.		5½ per cent. Loan of 1859-60.	5 PER CENT. DEBENTURES FOR						TOTAL AMOUNT.
	P. W. of 1854-55.	of 1856-57.		1 year.  Repayable Jan. 1868.	2 years.  Repayable Jan. 1869.	3 years.  Repayable Jan. 1870.	5 years.  Repayable June 1872.	10 years.  Repayable June 1877.	15 years.  Repayable June 1882.	
16,500	45,85,800	5,51,52,800	3,45,37,200	...	50,000	6,79,000	10,60,000	18,81,000	27,59,000	13,40,70,085
...	...	95,200	1,56,100	...	...	...	...	...	...	2,62,000
...	3,500	8,83,000	6,36,400	...	...	...	...	...	...	17,71,400
...	...	65,800	2,21,200	...	...	4,000	...	1,70,000	3,52,000	10,07,100
16,500	45,89,300	5,61,96,800	3,55,50,900	...	50,000	6,83,000	10,60,000	20,51,000	31,11,000	13,71,10,585
...	...	1,83,200	1,35,000	...	...	...	...	...	...	4,60,200
16,500	45,89,300	5,60,13,600	3,54,15,900	...	50,000	6,83,000	10,60,000	20,51,000	31,11,000	13,66,50,385

10 lacs, re-transferred from London 1 lac.

19 " " " 3 lacs.

15 " " " 13 "

30 " " " 5 "

74 lacs 22 lacs.

22 "

52 lacs.

GEO. DICKSON,  
*Secretary and Treasurer.*

Halves of the following Currency Notes—intimation of loss given to the Currency Office, Calcutta:—

First half No. A19—94481, for Rs. 10.

Second " A19—94480, " 10.

SHAMACHURN MOOKERJEE.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A35—45566, for Rs. 50.

W. H. ABBOTT.

The following Government Currency Note—intimation of which has been sent to the Currency Office, Calcutta:—

No. A35—30392, for Rs. 50.

JNO. WINSTON.

Half of the following Government Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A34—44687, for Rs. 20.

GUNNESS CHUNDER GHOSE.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A18—32517, for Rs. 10.

" A18—36555, " 10.

W. BAXTER.

In transit by Post between Cawnpore and Kurnaul, the right halves of the undermentioned Currency Notes of the Allahabad Circle:—

No. 35105, for Rs. 10.

" 18498, " 20.

P. KELLY,

*Overseer, D. P. W.,  
Kurnaul.*

First halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A18—17568, for Rs. 10.

" A18—27397, " 10.

" A18—32919, " 10.

E. Y. KELLETT, Surgeon,

101st Regiment.



Second halves of the following Currency Notes—  
intimation of loss given to the Currency Office,  
Allahabad:—

No. A12—02506, for Rs. 50.

„ A12—05551, „ 50.

HAMILTON & CO.

Second halves of the following Currency Notes—  
intimation of loss given to the Currency Office,  
Allahabad:—

No. A18—29260, for Rs. 10.

„ A18—29261, „ 10.

G. W. GRANT,

D. P. W.

First half of the following Currency Note—  
intimation of loss given to the Currency Office,  
Allahabad:—

No. A12—04526, for Rs. 50.

RAM LALL COOMAR.

First half of the following Currency Note—  
intimation of loss given to the Currency Office, Alla-  
habad:—

No. A27—17058, for Rs. 20.

W. H. PATTERSON.

Second halves of the following Currency Notes—  
intimation of loss given to the Currency Office,  
Allahabad:—

No. A18—30193, for Rs. 10.

„ A33—92011, „ 20.

„ A13—83654, „ 100.

JAMES WARWICK.

In transit (on the 13th of July 1867) by  
Post, Government Currency Notes of Allahabad  
Circle:—

Nos. A18—17842, and A18—36477, for Rs. 10  
each.

Payment of the above Notes has been stopped.

J. H. BRADLEY.

#### Lost or Stolen

Half of the following Currency Note—inti-  
mation of loss given to the Currency Office, Cal-  
cutta:—

No. A17—83496, for Rs. 10.

GORACHAND AUDDY.

Halves of the following Currency Notes—inti-  
mation of loss given to the Currency Office, Cal-  
cutta:—

No. A11—94574, for Rs. 50.

„ A19—46144, „ 10.

CUTHBERTSON & HARPER.

#### Notice.

Application has been made to the Currency  
Office, Calcutta, for payment of a Currency Note  
wrongly joined as follows:—

No. A19—67809 } one Note for Rs. 10.  
„ 79451 }

E. BAPTIST,  
for T. R. SAFE.

#### PROMISSORY NOTES.

##### Lost

A Government Promissory Note worth 1,000  
Rupees, No. 11377 of 8509 of 1835-36, dated  
the 31st March 1835, belonging to late Baboo  
Treelochun Mookerjee.

##### Lost or Stolen.

The Government Promissory Notes Nos. 42142  
and 42144 of the 5 per cent. Loan of 1841-42,  
dated 30th June 1841, for Co.'s Rs. 1,000 each,  
belonging to the Estate of Kistojeebun Bhutta-  
charjee, the Proprietor, by whom they were never  
endorsed to any other person. Payment of the  
above Notes has been stopped at the Comptroller  
General's Office, and application is about to be  
made to Government for the issue of Duplicate  
Notes in favor of the Proprietor, Kistojeebun Bhut-  
tacharjee, deceased.

SREEMUTTY JADOMONEE DABEA,

*Administratrix to the Estate of  
Kistojeebun Bhuttacharjee, deceased.*

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##### Jerri Tea Co., "Limited," in Liquidation.

All persons having claims against the above Company are  
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CLIVE ROW,  
Calcutta, 16th August 1867. }

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## GOVERNMENT OF INDIA.

## RE-PRINTS.

OF

## Records in the Public Works Department.

No. 1.

PROGRESS REPORT OF FOREST ADMINISTRATION IN THE CENTRAL PROVINCES, 1863-64. By CAPTAIN G. F. PEARSON, 33rd M. N. I., Conservator of Forests, Central Provinces, accompanied by a Memorandum thereon by Dr. D. BRANDIS, Inspector General of Forests. To which is appended a Report by Dr. BRANDIS on his deputation to the Central Provinces in 1863-64. *Price Re. 1.*

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RIFLED ARMS, AMMUNITION, RANGES AND APPLIANCES,

*&c., &c.**By Authority.*

THE Commander-in-Chief having been pleased to approve of a Compilation, prepared by the Chief Inspector of Musketry, of all General and Departmental Orders relating to Musketry Instruction, Rifled Arms, Ammunition, Ranges and Appliances, &c., &c., &c., has directed the same to be published for the convenience and use of the Staff of British Regiments and of Departments concerned.

All Orders on the subject of Musketry Instruction, found necessary to admit of the system laid down in the Musketry Regulations being adhered to in India, have been revised; and this Compilation is to be considered and quoted as an Order in supersession of all those contained in Circular No. 610E. of the 5th September 1862, and subsequently issued from the Office of the Chief Inspector of Musketry.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,  
4, HASTINGS STREET.  
1867.

## VOLUME II.

OF

## SELECTIONS

FROM

## CALCUTTA GAZETTES

OF THE

Years 1789 to 1797,

SHOWING THE POLITICAL AND SOCIAL CONDITION OF THE ENGLISH IN INDIA

SEVENTY YEARS AGO.

BY

W. S. SETON-KARR, C. S.,

*Judge of the High Court of Judicature and President of the Record Commission.*

PRICE 5 RUPEES.

Copies of Volume I. are still available,

PRICE 3 RUPEES.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,  
4, HASTINGS STREET.  
1867.



# The Gazette of India.

Published by Authority.

SIMLA, SATURDAY, SEPTEMBER 7, 1867.

## HOME DEPARTMENT.

### LEGISLATIVE.

The following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 5th September 1867, and is hereby promulgated for general information:—

ACT No. XXXV of 1867.

*An Act to provide temporary assistance to the Financial Commissioner of the Panjáb.*

WHEREAS, owing to the state of business in the Court of the Financial Commissioner of the Panjáb, it is expedient to give him some temporary assistance in the disposal of appeals now pending before him, or which, within such time as hereinafter mentioned, shall be presented in his Court; It is hereby enacted as follows:—

1. The Lieutenant-Governor of the Panjáb may, with the previous sanction of the Governor General of India in Council, appoint an officer to be styled the Additional Financial Commissioner of the Panjáb, who shall hold his office during the pleasure of the said Lieutenant-Governor.

2. The said Financial Commissioner may, from time to time so long as this Act shall remain in force, cause a list of the appeals which he may wish to be transferred from his Court to the Court of the said Additional Financial Commissioner, to be prepared and sent to the said Lieutenant-Governor; and such Lieutenant-Governor may, if he think fit, order all or any of such appeals to be transferred accordingly.

3. The procedure of the Additional Financial Commissioner in appeals so transferred, shall be regulated by the rules relating to Civil Procedure for the time being in force in the Panjáb, and his orders on such appeals shall have the same effect to all intents and purposes as if they had been made by the said Financial Commissioner.

4. The Additional Financial Commissioner shall hold his sittings at such place in the Panjáb as the Lieutenant-Governor shall from time to time appoint.

5. This Act shall come into operation on the first day of October 1867, and shall remain in force until the first day of April 1868, or until such subsequent day (if any) as the Governor General of India in Council shall notify in the *Gazette of India*: Provided that as to such appeals (if any) as shall, on or before the said first day of April, or the day so notified, as the case may be, have been transferred under the provisions herein contained, and shall not have been disposed of by the Additional Financial Commissioner, this Act shall remain in force until such appeals shall have been disposed of as aforesaid.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Dept. (Legislative).

The following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 5th September 1867, and is hereby promulgated for general information:—

ACT No. XXXVI of 1867.

*An Act to correct an error in Act No. XVII of 1862.*

WHEREAS Act No. XVII of 1862 (*An Act to repeal certain Regulations and Acts relating to Criminal Law and Procedure*) repeals by its schedule the whole Madras Regulation XI, 1816 (*A Regulation for the establishment of a general system of Police throughout the territories subject to the Government of Fort St. George*), "except Sections VIII, IX, X, XII, XIII, XIV, and XLVII;" and whereas the said section number "XII" is an error, and it is expedient to correct the same; It is hereby enacted as follows:—

1. The Schedule to the said Act shall be read as if for the words and figures hereinbefore cited, the following were substituted (that is to say), "except Sections VIII, IX, X, XI, Clause 1. XIII, XIV, XLVII."

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).



*Simla, the 22nd August 1867.*

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

*A Bill for shortening the language used in Acts of the Governor General of India in Council and for other purposes.*

WHEREAS it is expedient to shorten the language used in Acts made by the Governor General of India in Council, and to make certain provisions relating to such Acts; It is hereby enacted as follows:—

Preamble. Council, and to make certain provisions relating to such Acts; It is hereby enacted as follows:—

Short title. 1. This Act may be cited as "The General Clauses Act, 1867."

2. In this Act and in all Acts made by the Governor General of India in Council after this Act shall have come into operation,—  
Interpretation clause. unless there be something repugnant in the subject or context,—

(1.) Words importing the masculine gender, shall be taken to include females;  
"Gender."

(2.) Words in the singular shall include the plural, and vice versa;  
"Number."

(3.) "Person" shall include any company, or association, or body of individuals whether incorporated or not;  
"Person."

(4.) "Year" and "month" shall respectively mean a year and month reckoned according to the British calendar;  
"Year" and "month."

(5.) "Immoveable property" shall include land, benefits to arise out of land, and things attached to the earth, or permanently fastened to anything attached to the earth;  
"Immoveable property."

(6.) "Moveable property" shall mean property of every description, except immoveable property;  
"Moveable property."

(7.) "Her Majesty" shall include her heirs and successors to the Crown;  
"Her Majesty."

(8.) "British India" shall mean the territories for the time being vested in Her Majesty by the Statute 21 & 22 Vic., Cap. 106 (*An Act for the better government of India*), other than the Settlement of Prince of Wales' Island, Singapore, and Malacca;  
"British India."

(9.) "Government of India" shall denote the Governor General of India in Council, or, during the absence of the Governor General of India from his Council, the President in Council, or the Governor General of India alone as regards the powers which may be lawfully exercised by them or him respectively;  
"Government of India."

(10.) "Local Government" shall mean the person authorized by law to administer executive Government in the part of British India in which the Act containing such expression shall operate, and shall include a Chief Commissioner;

(11.) "High Court" shall mean the highest Civil Court of Appeal in such part;  
"High Court."

(12.) "District Judge" shall mean the Judge of a principal Civil Court of original jurisdiction; but shall not include a High Court in the exercise of its ordinary original civil jurisdiction;  
"District Judge."

(13.) "Magistrate" shall include all persons exercising all or any of the powers of a Magistrate under the Code of Criminal Procedure;  
"Magistrate."

(14.) "Section" shall denote a section of the Act in which the word occurs;  
"Section."

(15.) "Will" shall include a codicil and every writing making a voluntary posthumous distribution of property;  
"Will."

(16.) "Obligation" shall denote any instrument by which one person binds himself absolutely or conditionally to pay money to another person;  
"Obligation."

(17.) "Oath" shall include a solemn affirmation substituted by law for an oath;  
"Oath."

(18.) "Imprisonment" shall mean imprisonment of either description as defined in the Indian Penal Code.  
"Imprisonment."

3. In all Acts made by the Governor General of India in Council after this Act shall have come into operation;—

(1.) For the purpose of reviving, either wholly or partially, a Statute, Act or Regulation repealed, it shall be necessary expressly to state such purpose;  
Revival of repealed enactments.

(2.) For the purpose of excluding the first in a series of days or any other period of time, it shall be sufficient to use the word "from;"  
Commencement of time.

(3.) For the purpose of including the last in a series of days or any other period of time, it shall be sufficient to use the word "to;"  
Termination of time.

(4.) For the purpose of expressing that a law relative to the chief or superior of an office, shall apply to the deputies or subordinates lawfully executing the duties of such office in the place of their superior, it shall be sufficient to prescribe the duty of the superior;  
Official chiefs and subordinates.

(5.) For the purpose of indicating the relation of a law to the successors of any functionaries, or of corporations having perpetual succession, it shall be sufficient to express its relation to the functionaries or corporations: and  
Successors.

(6.) For the purpose of indicating the application of a law to every person or number of persons for the time being executing the functions of an office, it shall be sufficient to mention the official title of the officer at present executing such functions, or that of the officer by whom the functions are commonly executed;  
Substitution of functionaries.

4. The provisions of Sections 63 to 70, both inclusive, of the Indian Penal Code, and of Section 61 of the Code of Criminal Procedure, shall apply to all fines  
Recovery of fines.

imposed under the authority of any Act hereafter to be passed, unless such Act shall contain an express provision to the contrary.

5. The repeal of any Statute, Act or Regulation, shall not affect anything done or any offence committed, or any fine or penalty incurred, or any proceedings commenced before the repealing Act shall have come into operation.

6. All Courts of Justice, whether exercising civil or any other jurisdiction, and all persons having by law or consent of parties authority to receive evidence, shall take judicial notice of all Acts heretofore made, or hereafter to be made, by the Governor General of India in Council, whether the same be of a public or of a private nature.

7. Any recital contained in any Act of the Governor General of India in Council heretofore made or hereafter to be made, shall be deemed by all such Courts and persons to be *prima facie* evidence of the truth of the fact recited.

#### STATEMENT OF OBJECTS AND REASONS.

A measure resembling the present has long been contemplated in the Legislative Department of the Government of India, but has been delayed from various causes, among which has been the impression that a series of clauses, having the same object as the Bill, might possibly be sent out by the Indian Law Commissioners.

Two Acts of Parliament, the stat. 7 Wm. IV and 1 Vic. Cap. 39 and the stat. 13 and 14 Vic. Cap. 21, have been passed to shorten the language of statutory enactments. The latter statute has not perhaps been sufficiently attended to in the drafting of subsequent English Acts, but the former, which relates to Scotland, is understood to have materially contributed to the abridgement of measures affecting that country. Similar enactments have recently been passed by the Councils of the Governor of Madras and of the Lieutenant-Governor of Bengal.

It is hoped that if this Bill become law, it will not only produce greater clearness and intelligibility in the Acts hereafter made by the Governor General of India in Council, but will also contribute to the attainment of uniformity in our laws, and save expense by the exclusion of many provisions now necessarily inserted. It provides, first, for the interpretation of some eighteen words and phrases in common use, and then for the non-revival of repealed enactments. It then contains rules as to commencement and termination of a period of time mentioned in an enactment. It provides for the cases of official chiefs and subordinates, successors of functionaries or corporations, and persons holding acting appointments. It prescribes an uniform mode of recovering fines. And, lastly, it directs that judicial notice shall be taken of Acts, and that a legislative recital shall be *prima facie* evidence of the truth of the fact recited.

SIMLA, } H. S. MAINE.  
The 9th August 1867. }

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

## HOME DEPARTMENT.

### NOTIFICATIONS.

Simla, the 4th September 1867.

No. 4177.

Dewan Mahomed Nujuf Khan, of Seonee, in the Central Provinces, is permitted, at his own request, to resign his office of Honorary Magistrate.

No. 4179.

Privilege leave of absence for three months has been granted to Mr. J. M. Lane, Assistant Superintendent, Telegraph Department, Bengal Division, with effect from the date on which he may avail himself of the same.

No. 4181.

The undermentioned Tehseeldars in the Central Provinces are invested with the powers of a Subordinate Magistrate of the 1st Class, described in Section 22 of Act XXV. of 1861, to be exercised within the limits of their respective Tehseelees:—

Gholam Mahomed Khan, Tehseeldar of Mooltye.  
Assud Ali, Tehseeldar, while officiating at Gudurwara.

No. 4183.

Major T. C. Hamilton, District Superintendent of Police, 1st Class, in British Burmah, to officiate as Inspector-General of Police during the absence of Captain H. T. Duncan, on special duty.

No. 4185.

The Reverend J. Cave-Browne has been appointed by the Lord Bishop of Calcutta to act as Commissary in Calcutta, during the absence of His Lordship and the Ven'ble the Archdeacon on visitation.

The 5th September 1867.

No. 4229.

APPOINTMENT.—On the nomination of the Government of Fort St. George, the Governor General in Council is pleased to appoint Mr. J. Minchin, of the Madras Civil Service, to be a Member of the Committee for reforming the systems of Weights and Measures in use in India.

E. C. BAYLEY,  
Secy. to the Govt. of India.



## FOREIGN DEPARTMENT.

## NOTIFICATIONS.

## Military.

*Simla, the 5th September 1867.*

No. 161.

PROMOTION.—Havildar Ram Roop Sing, of the Deolee Irregular Force, to be Jemadar, *vice* Byrisal Sing, deceased, with effect from the 22nd July last.

## Political.

*The 6th September 1867.*

No. 897.

By order of His Excellency the Right Hon'ble the Viceroy and Governor General of India in Council, the following Order, passed by Her Majesty in Council on the 26th June last, is published for general information:—

At the Court at *Windsor*, the 26th day of June 1867.

## PRESENT:

The Queen's Most Excellent Majesty in Council.

Whereas there was this day read at the Board a representation from the Right Hon'ble the Secretary of State for India in Council, submitting for Her Majesty's approval a revised Table of Salutes to be given to the Native Princes and Chiefs of India; Now therefore Her Majesty, having taken the said revised Table of Salutes into consideration, is pleased, by and with the advice of Her Privy Council, to approve thereof, and to order, and it is hereby ordered, that the said revised Table of Salutes (a copy whereof is hereunto annexed) be strictly observed and attended to.

Whereof the Right Hon'ble Sir John Somerset Pakington, BART., and the Right Hon'ble Sir Stafford Henry Northcote, BART., two of Her Majesty's Principal Secretaries of State, and the Right Hon'ble the Lords Commissioners of the Admiralty, are to take notice, and to give the necessary directions herein as to them may respectively appertain.

(Signed) ARTHUR HELPS.

*Table of Salutes allowable to the Native Princes and Chiefs of India.*

No.	NAMES.	No. of Guns.	REMARKS.
1	The Maharajah of Nepal ... ..	21	} Receive salutes of 21 guns within limits of their respective territories.
2	The Ameer of Cabool ... ..	21	
3	The Sultan of Muscat ... ..	21	
4	The Sultan of Zanzibar ... ..	21	
5	The Nizam of the Deccan ... ..	21	
6	The Gaekwar of Baroda ... ..	21	
7	The Maharajah of Mysore ... ..	21	
8	Maharajah Scindia, of Gwalior ... ..	19	
9	Maharajah Holkar, of Indore ... ..	19	
10	The Begum of Bhopal ... ..	19	
11	The Maharana of Meywar (Oodeypore) ... ..	19	
12	The Maharajah of Jummoo and Cashmere ... ..	19	
13	The Khan of Khelat ... ..	19	
14	The Maharajah of Travancore ... ..	19	
15	The Rajah of Kolhapore ... ..	19	
16	The Nawab Nazim of Bengal ... ..	19	
17	The Maharajah of Jeypore ... ..	17	
18	The Maharajah of Marwar (Jodhpore) ... ..	17	
19	The Maharajah of Puttiala ... ..	17	
20	The Maha Rao of Kotah ... ..	17	
21	The Maharajah of Rewah ... ..	17	
22	The Rao of Kutch ... ..	17	
23	The Rajah of Cochin ... ..	17	
24	The Maharajah of Bickaneer ... ..	17	
25	The Nawab of Bhawalpore ... ..	17	
26	The Maharao Rajah of Boondee ... ..	17	
27	The Maharajah of Kerowlee ... ..	17	

*Table of Salutes allowable to the Native Princes and Chiefs of India,—concluded.*

No.	NAMES.	No. of Guns.	REMARKS.
28	The Maharajah of Bhurtpore ...	17	
29	The Nawab of Tonk ...	17	
30	The Deb Rajah of Bootan ...	15	
31	The Maharajah of Sikkim ...	15	
32	The Maharajah of Oorcha (Tehree) ...	15	
33	The Maharajah of Kishengurh ...	15	
34	The Maharao Rajah of Ulwur ...	15	
35	The Rana of Dholepore ...	15	
36	The Maha Rawul of Jessulmere ...	15	
37	The Maha Raj Rana of Jhallawur ...	15	
38	The Rajah of Pertabgurh ...	15	
39	The Rajah of Dhar ...	15	
40	The two Chiefs of Dewas, each ...	15	
41	The Maharajah of Duttia ...	15	
42	The Maha Rawul of Banswara ...	15	
43	The Maharajah of Edur ...	15	
44	Meer Alli Moorad, of Khyrpore ...	15	
45	The Rao of Serohi ...	15	
46	The Maha Rawul of Doongurpore ...	15	
47	The Nawab of Rampore ...	13	
48	The Nawab of Jowra ...	13	
49	The Rajah of Cooch Behar ...	13	
50	The Rajah of Tipperah ...	13	
51	The Maharajah of Benares ...	13	
52	The Rajah of Jheend ...	11	
53	The Rajah of Nabha ...	11	
54	The Rajah of Kuppoothulla ...	11	
55	The Rajah of Sumpthur ...	11	
56	The Nawab of Joonagurh ...	11	
57	The Jam of Nowanuggur ...	11	
58	The Thakoor of Bhownuggur ...	11	
59	The Rajah of Rutlam ...	11	
60	The Maharajah of Punnah ...	11	
61	The Maharajah of Chirkaree ...	11	
62	The Rajah of Bijawur ...	11	
63	The Rajah of Chutterpore ...	11	
64	The Rajah of Mundee ...	11	
65	The Dewan of Pahlunpore ...	11	
66	The Rajah of Rajpeepla ...	11	
67	The Nawab of Radhunpore ...	11	
68	The Rana of Porebunder ...	11	
69	The Raj of Drangdra ...	11	
70	The Rajah of Adjeighur ...	11	
71	The Nawab of Cambay ...	11	
72	The Rajah of Sillana ...	11	
73	The Rajah of Seetamhow ...	11	
74	The Rawut of Rajgurh ...	11	
75	The Rajah of Nursinghur ...	11	
76	The Rajah of Jhubooa ...	11	
77	The Rajah of Chumba ...	11	
78	The Nawab of Baonee ...	11	
79	The Rajah of Sirmoor ...	11	
80	The Rajah of Sookeit ...	11	
81	The Rajah of Furreedkote ...	11	
82	The Rajah of Khyloor ...	11	
83	The Sir Dessae of Sawunt Waree ...	9	
84	The Nawab of Maleir Kotela ...	9	
85	The Rajah of Chota Oodeypore ...	9	
86	The Rajah of Barria ...	9	
87	The Rana of Burwanee ...	9	
88	The Rajah of Nagode ...	9	
89	The Rana of Ali Rajpore ...	9	
90	The Rana of Loonawarra ...	9	
91	The Nawab Babee of Balasinore ...	9	
92	The Rajah of Soanth ...	9	
93	Native Chiefs at Aden ...	9 to 12	
94	The Rajah Nudaon ...	7	



*List of Personal and Local Salutes.*

No.	NAMES.	No. of Guns.	REMARKS.
1	Maharajah Dhuleep Sing, G. C. S. I. ... ..	21	For life.
2	Maharajah Jung Bahadoor, G. C. B. ... ..	19	Do.
3	Ranojee Rao Scindia, Chota Maharajah of Gwalior..	17	Within limits of Gwalior territory.
4	Nawab Sir Salar Jung Bahadoor, K. C. S. I. ... ..	17	For life.
5	Prince Azeem Jah, of Arcot ... ..	15	Do.
6	Her Highness the Koodsia Begum of Bhopal (Bhoodshahee) ... ..	15	Do.
7	Maharajah Meerza Veezeeram Guzzepetty Raj Rumea Sultan, Bahadoor, K. C. S. I., of Vizianagram ... ..	13	On every occasion of visiting and leaving the Bengal Presidency.

**General.***The 3rd September 1867.*

No. 1486.

APPOINTMENTS.—Captain E. M. Playfair, Cantonment Magistrate of Kamptee, is appointed to officiate as Deputy Commissioner of Nagpore, during the absence of Mr. M. Low, on privilege leave.

The services of Lieutenant J. MacDougall, Assistant Commissioner in the Central Provinces, are placed temporarily at the disposal of the Home Department, in view to his being appointed to officiate as Cantonment Magistrate of Kamptee.

*The 5th September 1867.*

No. 1491.

PROMOTION.—The following promotions in the British Burmah Commission, consequent on the death of Captain W. P. Harrison, are sanctioned by the Governor General in Council with effect from the 1st June last:—

Captain A. G. Duff, to be Deputy Commissioner, 3rd Grade.

„ C. E. Watson, to be Deputy Commissioner, 4th Grade.

No. 1502.

APPOINTMENT.—Captain J. N. B. Hewett, Assistant Commissioner of Fyzabad, to officiate as Deputy Commissioner of Barabunkee, in Oudh, during the absence on leave of Major F. Chamier.

Mr. M. L. Ferrar, Assistant Commissioner, to officiate for Captain Hewett, as a temporary arrangement.

W. MUIR,

*Foreign Secretary.***FINANCIAL DEPARTMENT.****NOTIFICATIONS.***Simla, the 4th September 1867.*

No. 2403.

Under Section 7, Act X. of 1862, the Governor General in Council is pleased to authorize the use in the Presidency of Bombay, of adhesive stamps for petitions and applications under Article 10, Schedule B. of Act XXVI. of 1867.

The 5th September 1867.

No. 2416.

Baboo Preonauth Dutt is temporarily appointed to officiate, from the 11th May 1867, in the 5th Class of the Financial Department, *vice* Mr. A. C. Foster, absent on leave on medical certificate, and to do duty in the Office of the Comptroller General of Accounts.

No. 2496.

The following Statement of the Silver received and coined in the Mints of Calcutta, Madras, and Bombay, in July 1867, is published for general information:—

CALCUTTA.				MADRAS.			BOMBAY.		
Bullion or Coin received during the month, valued in Rupees.		Coined and examined during the month, valued in Rupees.		Bullion or Coin received during the month, valued in Rupees.		Coined and examined during the month, valued in Rupees.	Bullion or Coin received during the month, valued in Rupees.		Coined and examined during the month, valued in Rupees.
Govt.	Merchants.			Govt.	Merchants.		Govt.	Merchants.	
1867.									
In July ...	5,618	22,04,804	24,60,050	8,018	26,385	56,360	...	25,96,139	49,98,622

Published by Order of the Governor General in Council,

E. H. LUSHINGTON,

Secy. to the Govt. of India.

## MILITARY DEPARTMENT.

Simla, the 3rd September 1867.

No. 857 of 1867.—The Right Hon'ble the Governor General of India in Council is pleased to direct the publication of the following Act of Parliament for information and guidance:—

ANNO TRICESIMO &amp; TRICESIMO PRIMO.

VICTORIÆ REGINÆ.

CAP. XXXIV.

*An Act for limiting the Period of Enlistment in Her Majesty's Army.* [20th June 1867.]

Whereas it is expedient to alter the Periods of Enlistment now in use in Her Majesty's Land Forces:

Be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:—

1. From and after the passing of this Act no Person shall be enlisted for the First Term of his Engagement to serve Her Majesty as a Soldier for a longer Period than Twelve Years, to be reckoned from the Day on which the Recruit shall have been attested for Service.

2. Any Person who now has or may hereafter have completed at least Two-Thirds of the First Term of his Enlistment may at any Time thereafter, with the Approbation of his Command-

ing Officer or other competent Military Authority, be re-engaged for such a Period as shall complete a total Period of Twenty-one Years in Her Majesty's Service.

3. Any Soldier who shall have completed a total Period of Twenty-one Years' Service may give Notice to his Commanding Officer of his Desire to continue in Her Majesty's Service; and if his Commanding Officer or other competent Military Authority approves of such Application he may be continued as a Soldier, subject in all respects to the Provisions of this Act and of the Mutiny Act and Articles of War, as if his Term of Service were still unexpired, until he shall have given Three Calendar months' Notice to his Commanding Officer of his Wish to be discharged, and the Expiration of such Notice.

4. Any Soldier whose Period of Enlistment or of total Service shall expire while he is serving on any Foreign, Colonial, or Indian Station may be detained, and his Service may be prolonged, for such further Period as shall be directed by the Commanding Officer at the Station there, not exceeding Twelve Months; but at the Expiration of such prolonged Service, or sooner, if the said Commanding Officer shall see fit, the Soldier shall, unless he desires to remain there, be sent home at the Public Charge as in the Case of Soldiers invalided, with all convenient Speed and after his Arrival he shall be discharged.

5. If any such Soldier being in any of Her Majesty's Colonies or Possessions abroad desires to remain and to claim his Discharge there, he shall, if such be his Desire, give

Twelve Years the Limit of Enlistment.

Renewal of Enlistment.

Unless he desires to remain in the Colony or Possession.



Notice thereof to the Governor through the Commanding Officer, whereupon it shall be lawful for such Governor, if he sees fit, with the Consent of the Commanding Officer, to permit such Soldier to remain in such Colony as a discharged Soldier, and such Soldier shall have no Claim thereafter to be conveyed to his Home in the United Kingdom or elsewhere.

6. In reckoning the Service of a Soldier for Discharge under the Provisions of this Act there shall be excluded therefrom such Periods of Time during which he has been absent from his Duty for any of the following Causes:—Imprisonment for any Cause, save that of Detention awaiting any Trial which results in the Acquittal and Discharge of the Prisoner from Custody, Desertion or Absence without Leave, exceeding Five Days, or as a Prisoner of War, unless in the latter Instance it shall appear to the Satisfaction of a Court-martial to be summoned on his rejoining Her Majesty's Service, that he was not taken Prisoner through his own wilful Neglect of Duty, and that he rejoined as soon as he could and ought to have done.

7. Every Soldier who shall have completed his Period of Service according to the Provisions of this Act shall be entitled to his Discharge, unless at the Time of the Expiration of such period of Service he stands charged with the Commission of any Offence, in which Case his Period of Service shall be prolonged, and his Discharge deferred, until he shall have undergone his trial by Court-martial, and any Punishment awarded against him. Every Soldier, until he has received his Discharge, shall remain subject to all the Provisions of any Act that may be in force for punishing Mutiny and Desertion, and any Articles of War made in pursuance thereof.

8. After the passing of this Act every Person enlisting or re-enlisting or any Soldier re-engaging into Her Majesty's Service shall be subject to the Provisions of this Act; and the Provisions of the Act of the Session holden in the Tenth and Eleventh years of Her Majesty's Reign, Chapter Thirty-seven, intituled *An Act for limiting the Term of Service in the Army*, and of the Act of the Session holden in the Twelfth and Thirteenth Victoria, Chapter Seventy-three, intituled *An Act to limit the Enlistment in the Artillery and other Ordnance Corps*, shall be then wholly repealed as to such Persons and Soldiers.

9. The Forms to be used on the Attestation of a Soldier, and on renewing his Service, or on re-engaging, under this Act, shall be such as are set forth in the Schedule hereto, or as are prescribed in the Mutiny Act for the time being in force.

10. Every Person enlisting under this Act shall be enlisted for some particular Arm or Branch of Service, and if he shall enlist for Cavalry or Infantry he shall be at liberty to declare and state the particular Regiment of Cavalry or Infantry into which he desires to enlist, and he shall be attested for the same and be sent thereto with all convenient Speed; but if no such Statement or Declaration be made by such Person at the time of his Attestation as aforesaid, then he shall be attested

for general Service, and it shall be lawful for the Military Authorities, at any time within Twelve Months after his Attestation, to attach him to such Regiment as to them shall seem to be most fitting and convenient for Her Majesty's Service: provided always, that after the Recruit shall have been attached to any Regiment he shall not be removed or transferred therefrom save and except under the Provisions of the Mutiny Act for the Time being in force.

11. This Act shall be cited as The Army Enlistment Act, 1867.

#### SCHEDULE REFERRED TO IN THE FOREGOING ACT.

##### *Declaration to be made by Recruit on Attestation.*

I now residing in the Parish of \_\_\_\_\_ in the County of \_\_\_\_\_, do solemnly and sincerely declare, That to the best of my Knowledge and Belief I was born in the Parish of (a) \_\_\_\_\_ in or near the Town of (b) \_\_\_\_\_ in the County of (c) \_\_\_\_\_, and am \_\_\_\_\_ Years of Age; that I am of the Trade or Calling of \_\_\_\_\_ [or of no Trade or Calling, as the Case may be]; that I am not an Apprentice; that I am not married; that I do not belong to the Militia, or to the Naval Coast Volunteers, or to any Portion of Her Majesty's Land or Sea Forces; that I have never served Her Majesty by Land or Sea in any Military or Naval Employment whatsoever, except \_\_\_\_\_; that I have never been marked with the Letter D; that I have never been rejected as unfit for Her Majesty's Service on any previous Enlistment; that I was enlisted at \_\_\_\_\_ on the Day of \_\_\_\_\_ 186\_\_\_\_, at \_\_\_\_\_ o'Clock \_\_\_\_\_ M. by \_\_\_\_\_ of \_\_\_\_\_, and that I have read [or had read to me] the Notice then given to me, and understood its Meaning; that I enlisted for a Bounty of \_\_\_\_\_ and a free Kit, and have no Objection to make to the Manner of my Enlistment; that I am willing to be attested to serve in the \_\_\_\_\_ Regiment of \_\_\_\_\_ [instead of the Words "in the \_\_\_\_\_ Regiment," any Words may be substituted which are applicable to the Case as in or for general Service in that Command or Branch of the Service for which the Enlistment may be made] for the Term of Twelve years, provided Her Majesty should so long require my Services, and also for such further Term, not exceeding Twelve Months, as shall be directed by the Commanding Officer on any Foreign Station.

\_\_\_\_\_  
Signature of Recruit.

\_\_\_\_\_  
Signature of Witness.

Note (a), (b), (c). These Blanks need not be filled up if the Recruit is unable to give the requisite Information.

##### *Declaration to be made by a Soldier, or Person having been a Soldier, on renewing his Service.*

I do declare, That I am at present [or was, as the Case may be,] in Captain \_\_\_\_\_ Company in the \_\_\_\_\_ Regiment [the foregoing Portion of this Declaration may be altered to suit each particular Case]; that I enlisted on the Day of \_\_\_\_\_ for a Term of \_\_\_\_\_ Years; that I am of the Age of \_\_\_\_\_ Years; and that I will serve Her Majesty, Her Heirs and Successors, for a further Term of \_\_\_\_\_ Years [to be filled up with such Number of Years as shall be

required to complete a total Service of Twenty-one Years in the Army], provided my Services should so long be required, and also for such further Term, not exceeding Twelve Months, as shall be directed by the Commanding Officer on any Foreign Station.

Declared before me \_\_\_\_\_

\_\_\_\_\_  
Signature of Soldier.

\_\_\_\_\_  
Signature of Witness.

The 4th September 1867.

No. 858 of 1867.—The undermentioned Warrant Officer is admitted to pension as specified opposite to his name:—

Sub-Conductor W. Jackson,  
of the Department Public  
Works ... ..

{ 2s. 6d. (two shillings and six pence) per diem, as Sergeant Major, payable in India.

No. 859 of 1867.—The undermentioned Officers have reported their departure on the date specified opposite to their names:—

Major DeS. Barrow, of the  
Madras Staff Corps, G. G.  
O. No. 831 of 1867 ...  
Lieutenant J. R. Pearson, of  
the Bengal Staff Corps, G.  
G. O. No. 815 of 1867 ...

Golconda, 23rd  
August 1867.

No. 860 of 1867.—The following promotions are made in the undermentioned corps of the Native Army:—

Corps.	Rank and Names.	To what rank promoted.	From what date.	In whose room.
20th (Punjab) Regiment, Native Infantry ...	Jemadar Juswunt Singh ...	Subadar ...	1st May 1866	Kurm Khan, invalided.
	Havildar Noor Khan ...	Jemadar ...	Ditto ...	Juswunt Singh, promoted.

No. 861 of 1867.—The undermentioned men, declared unfit for further service by Annual Invaliding Committees, are transferred to the Pension Establishment:—

Rank.	Names.	In what rank pensioned.	Circle of payment.
<i>E.-A., Royal Horse Artillery.</i>			
Puckallee ... ..	Sunmond Khan ... ..	Puckallee ... ..	Meerut.
<i>A.-F., Royal Horse Artillery.</i>			
Syce ... ..	Buggoo ... ..	Syce ... ..	Meerut.
Ditto ... ..	Bundoo ... ..	Ditto ... ..	Ditto.
Ditto ... ..	Ramdeen ... ..	Ditto ... ..	Benares.
Grasscutter ... ..	Parma ... ..	Grasscutter ... ..	Meerut.
<i>D.-F., Royal Horse Artillery.</i>			
Syce ... ..	Buddullie ... ..	Syce ... ..	Lucknow.
Grasscutter ... ..	Chopaye ... ..	Grasscutter ... ..	Ditto.
<i>C.-16, Royal Artillery.</i>			
Syce ... ..	Torrir ... ..	Syce ... ..	Meerut.
Ditto ... ..	Ramdeen Bhuggutt ... ..	Ditto ... ..	Dinapore.
Grasscutter ... ..	Sewtab ... ..	Grasscutter ... ..	Cawnpore.
Puckallee ... ..	Peer Buccus ... ..	Puckallee ... ..	Meerut.
Grasscutter ... ..	Buldir ... ..	Grasscutter ... ..	Cawnpore.



Rank.	Names.				In what rank pensioned.	Circle of payment.
<i>D.-16, Royal Artillery.</i>						
Syce ... ..	Bowanniedeen (1) ... ..	Syce ... ..	Cawnpore.			
Ditto ... ..	Mungroo ... ..	Ditto ... ..	Ditto.			
Ditto ... ..	Goolgar ... ..	Ditto ... ..	Ditto.			
Grasscutter ... ..	Prowtie ... ..	Grasscutter ... ..	Ditto.			
Ditto ... ..	Beekham ... ..	Ditto ... ..	Ditto.			
Ditto ... ..	Jerawan (2) ... ..	Ditto ... ..	Ditto.			
Ditto ... ..	Jokhoo ... ..	Ditto ... ..	Ditto.			
<i>6th Bengal Cavalry.</i>						
Sowar ... ..	Ummer Sing ... ..	Sowar ... ..	Meerut.			
<i>1st Regiment, Native Infantry.</i>						
Drummer ... ..	James Alexander ... ..	Drummer ... ..	Dinapore.			
<i>17th Regiment, Native Infantry.</i>						
Fife-Major ... ..	James Boezalt ... ..	Fife-Major ... ..	Dinapore.			
<i>28th Regiment, Punjab Native Infantry.</i>						
Havildar ... ..	Kootab Deen ... ..	Havildar ... ..	Meerut.			
<i>30th Regiment, Punjab Native Infantry.</i>						
Havildar ... ..	Juggut Sing ... ..	Havildar ... ..	Lahore.			
<i>Allahabad Garrison Hospital.</i>						
Bheestee ... ..	Kalundur ... ..	Bheestee ... ..	Benares.			
<i>Arsenal Fort William.</i>						
2nd Class Sirdar ... ..	Suntoke ... ..	Tindal ... ..	Dinapore.			
<i>Barrackpore Station Staff and Ishapore Factory Hospital.</i>						
Native Doctor, 1st Class ... ..	Abdool Summud ... ..	{ Native Doctor, } 1st Class ... ..	Dinapore.			

*The 5th September 1867.*

No. 862 of 1867.—The following letter from the Right Hon'ble the Secretary of State for India, is published for general information:—

MILITARY.

INDIA OFFICE;

No. 208.

London, the 25th July 1867.

To His Excellency the Right Hon'ble the Governor General of India in Council.

SIR,—I have to acquaint you that Her Majesty has been pleased to approve of Major-General William Anson McCleverty being placed upon the staff of the Army in India as a Lieutenant-General, with local rank, with a view to his commanding the troops in Madras in succession to Lieutenant-General Sir Gaspard Le Marchant, G. C. M. G.

I have, &c.,

(Sd.) STAFFORD H. NORTHCOTE.

No. 863 of 1867.—The following letter from the Right Hon'ble the Secretary of State for India, is published for general information:—

MILITARY.

INDIA OFFICE;

No. 215.

London, the 31st July 1867.

To His Excellency the Right Hon'ble the Governor General of India in Council.

SIR,—PARA. 1. With reference to paragraph 12 of your Despatch No. 78, dated 8th April 1867, your decision that an Officer on succession to the Colonel's allowance should vacate the command of a Native Regiment, is approved.

2. I consider the position of an officer in receipt of that allowance to be incompatible with the command of a regiment.

I have, &c.,

(Sd.) STAFFORD H. NORTHCOTE.

No. 864 of 1867.—The services of Lieutenant T. Gracey, of the Royal Engineers, doing duty with the Sappers and Miners, are placed at the disposal of the Public Works Department.

No. 865 of 1867.—The following extracts from the *London Gazette* of the 5th July 1867, pages 3771, 3772, 3773, and 3776, are published for general information:—

"*London Gazette*" of 5th July 1867, page 3771.

*India Office, 3rd July 1867.*

Her Majesty has been pleased to approve of the following list of promotions and alterations of rank amongst the Officers of the Staff Corps, and of Her Majesty's Indian Military Forces made by the Governments in India:—

#### BREVET:

The undermentioned Officers, having completed the prescribed periods of service, to be Colonels in the Army, under the provisions of Royal Warrant of 31st June 1859:—

Lieutenant-Colonel George Gordon MacDonnell, Madras Infantry. Dated 12th September 1865.

Lieutenant-Colonel David Scott Dodgson, Bengal Infantry. Dated 20th July 1866.

#### To be Colonels:

Lieutenant-Colonel Henry Nott, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel Edward Patrick Lynch, Bombay Infantry. Dated 18th February 1866.

Lieutenant-Colonel John Kitson, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel Burdett Richard Powell, Bombay Infantry. Dated 18th February 1866.

Lieutenant-Colonel George Sturrock, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel Albert Henry Andrew Hervey, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel John Wilson, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel Annesley Knox Gore, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel Molyneux Capel Spottiswoode, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel William Vine, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel William John Cooke, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel William George Owen, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel Henry David Innes, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel Richard Andrew Doria, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel Robert Woolley, Madras Infantry. Dated 18th February 1866.

Lieutenant-Colonel Francis Faithfull Warden, Madras Infantry. Dated 13th June 1866.

Lieutenant-Colonel Robert Richards, Bombay Infantry. Dated 13th November 1866.

Lieutenant-Colonel Edward Charles Beale, Bombay Infantry. Dated 11th December 1866.

Lieutenant-Colonel Henry Augustus Adams, Bombay Infantry. Dated 7th February 1867.

Major George Scougal Macbean, Bengal Staff Corps, to be Lieutenant-Colonel, Captain Alexander Simpson, Royal (Bengal) Artillery, to be Major, in succession to Lieutenant-General Richmond, c. b., Bengal Infantry, deceased. Dated 26th August 1866.

Major Thomas James, Bengal Staff Corps, to be Lieutenant-Colonel, Captain John Ramsay Sladen, Royal (Bengal) Artillery, to be Major, in succession to General W. Costly, Bengal Infantry, deceased. Dated 17th September 1866.

Major Joseph Fletcher Richardson, c. b., Bengal Staff Corps, to be Lieutenant-Colonel, Captain George Carleton, Royal (Madras) Artillery, to be Major, in succession to Lieutenant-General W. Robertson, Bombay Infantry, deceased. Dated 4th November 1866.

"*London Gazette*" of 5th July 1867, page 3772.

Major Henry Hastings Affleck Wood, Bombay Staff Corps, to be Lieutenant-Colonel, Captain Edward William Dance, Royal (Madras) Artillery, to be Major, in succession to General W. Gilbert, Bombay Infantry, deceased. Dated 6th November 1866.

Major Winckworth Scott, Bombay Staff Corps, to be Lieutenant-Colonel, Captain Richard Sanderson Simonds, Bengal Staff Corps, to be Major, in succession to Major-General G. Macan, Bombay Infantry, deceased. Dated 13th November 1866.

#### BENGAL ARMY.

##### To be Lieutenant-Colonel:

Major William Clarke Green, late 60th Native Infantry. Dated 4th February 1867.

##### To be Captains:

Lieutenant Robert Elphinstone Boyle, late 46th Native Infantry. Dated 16th December 1866.

Lieutenant John Matthew Glubb, late 38th Native Infantry. Dated 20th December 1866.

Lieutenant Alfred Burford Edgell Thomas, late 4th European Regiment. Dated 4th February 1867.

#### SUBSTANTIVE PROMOTIONS.

#### BENGAL STAFF CORPS.

##### To be Lieutenant-Colonels:

Major John Elphinstone Fraser. Dated 11th December 1866.

Major George Faithfull. Dated 12th December 1866.

Major Robert Thomas Leigh. Dated 12th December 1866.

Major William Boyd Irwin. Dated 12th December 1866.

Major (Brevet Lieutenant-Colonel) William Domett Morgan. Dated 12th December 1866.

Major John Wedderburn. Dated 12th December 1866.

Major (Brevet Colonel) Samuel James Browne, c. b., v. c. Dated 22nd December 1866.

Major Henry Rawlins Drew. Dated 22nd December 1866.

Major George D'Aguilar. Dated 22nd December 1866.

Major Henry Arthur Dwyer. Dated 25th December 1866.



Major Charles Brenton Basden. Dated 25th December 1866.

Major James Dawson Macdonald. Dated 31st December 1866.

Major Leonard Raisbeck Christopher. Dated 4th January 1867.

Major William McNeile, c. s. i. Dated 25th January 1867.

Major (Brevet Lieutenant-Colonel) Charles Herbert. Dated 30th January 1867.

Major (Brevet Lieutenant-Colonel) Edward Oakes. Dated 2nd February 1867.

Major (Major-General) James Macleod Bannatyne Fraser Tytler, c. b. Dated 17th February 1867.

Major Augustus Fraser Baird. Dated 17th February 1867.

Major James Marquis. Dated 17th February 1867.

*To be Majors :*

Captain William Carnell. Dated 11th December 1866.

Captain Shadwell Saunders Boulderson. Dated 11th December 1866.

Captain John Macdonald. Dated 11th December 1866.

Captain Robert Yeld Chambers. Dated 11th December 1866.

Captain John Arthur Henry Moore. Dated 11th December 1866.

Captain Frederick Nicholas Miles. Dated 11th December 1866.

Captain John Thornhill Watson. Dated 20th December 1866.

Captain (Brevet Lieutenant-Colonel) George Allgood, c. b. Dated 20th December 1866.

Captain Joseph White Orchard. Dated 20th December 1866.

Captain George Augustus Brown. Dated 26th December 1866.

Captain Edward Hanson Park. Dated 26th December 1866.

Captain Thomas Lamb. Dated 20th January 1867.

Captain John Robert Currie. Dated 26th January 1867.

Captain (Brevet-Major) Hector Mackenzie. Dated 20th February 1867.

*To be Captains :*

Lieutenant Aylmer Vivian. Dated 9th December 1866.

Lieutenant Francis Dempster Hawkins. Dated 10th December 1866.

Lieutenant Owen Ivon Chalmers. Dated 10th December 1866.

Lieutenant Mark Henry Heathcote. Dated 20th December 1866.

Lieutenant Francis Kellett Hawkins. Dated 20th December 1866.

Lieutenant Charles William Campbell. Dated 20th December 1866.

Lieutenant Newton Robert Burlton. Dated 30th December 1866.

Lieutenant Richard Fisher Angelo. Dated 4th January 1867.

Lieutenant Andrew Robert Loughnan. Dated 4th January 1867.

Lieutenant Swinton John Browne. Dated 20th January 1867.

Lieutenant Otway Mayne Graham. Dated 20th January 1867.

Lieutenant Anthony Stewart. Dated 4th February 1867.

Lieutenant Percy William Powlett. Dated 4th February 1867.

Lieutenant William Blunt Barwell. Dated 4th February 1867.

Lieutenant Montague Poyntz Ricketts. Dated 4th February 1867.

**BENGAL ARMY.**

*Late 5th European Cavalry.*

Captain (Brevet-Major) Richard Jenkins to be Major, *vice* Lane, retired. Dated 25th October 1866.

"*London Gazette*" of 5th July 1867, page 3773.

**GENERAL LIST OF CAVALRY.**

*Officers.*

Lieutenant Arthur William Roberts to be Captain in succession to Lane, retired. Dated 25th October 1866.

**INFANTRY.**

*To be Lieutenant-Colonels.*

Major John Patrick Briggs, from late 40th Native Infantry, to be Lieutenant-Colonel, *vice* Harris, transferred to Staff Corps. Dated 12th September 1866.

Major (Brevet Lieutenant-Colonel) Robertson Larkins to be Lieutenant-Colonel, *vice* Dunsford, transferred to Staff Corps. Dated 12th September 1866.

Major (Brevet Lieutenant-Colonel) Dean Christian Shute, from late 19th Native Infantry, to be Lieutenant-Colonel, *vice* Showers, transferred to Staff Corps. Dated 12th September 1866.

Major (Brevet Lieutenant-Colonel) James Wilberforce Lewis Bird, from late 11th Native Infantry, *vice* Wilson, transferred to Staff Corps. Dated 12th September 1866.

Major Andrew Simpson Smith, from 24th Native Infantry, to be Lieutenant-Colonel, *vice* Tronson, transferred to Staff Corps. Dated 12th September 1866.

Major (Brevet Lieutenant-Colonel) George Gibson Anderson, from late 15th Native Infantry, to be Lieutenant-Colonel, *vice* Holroyd, Staff Corps, removed from list of Lieutenant-Colonels. Dated 12th September 1866.

Major William Forbes, from late 27th Native Infantry, to be Lieutenant-Colonel, in succession to Bishop, promoted. Dated 17th September 1866.

*Late 6th European Infantry.*

Lieutenant Henry Hamer Stansfeld to be Captain, in succession to Dunsford, transferred to Staff Corps. Dated 12th September 1866.

*Late 11th Native Infantry.*

Lieutenant (Brevet-Captain) Spencer Grant Warde to be Captain, in succession to Wilson, transferred to Staff Corps. Dated 12th September 1866.

*Late 15th Native Infantry.*

Lieutenant Leopold Excell Evans to be Captain, in succession to Holroyd, removed from list of Lieutenant-Colonels. Dated 12th September 1866.

*Late 18th Native Infantry.*

Lieutenant (Brevet-Captain) Gavin Dring Crawford to be Captain, in succession to Patton, 107th Foot, removed from list of Lieutenant-Colonels. Dated 12th September 1866.

*Late 42nd Native Infantry.*

Lieutenant Robert Horatio Eades to be Captain, in succession to Lawrence, removed from list of Lieutenant-Colonels. Dated 12th September 1866.

*Late 43rd Native Infantry.*

Captain (Brevet Lieutenant-Colonel) Wredenhall Queiros Pogson to be Major, Lieutenant William Reid Martin to be Captain, in succession to Salusbury, 101st Foot, removed from list of Lieutenant-Colonels. Dated 12th September 1866.

*Late 52nd Native Infantry.*

Captain (Brevet Lieutenant-Colonel) William Henry Lowther to be Major, in succession to Verner, Staff Corps, removed from list of Lieutenant-Colonels. Dated 12th September 1866.

## MEDICAL OFFICERS.

*To be Surgeons-Major.*

Surgeon George Hutchinson Ray, M. D. Dated 3rd January 1867.

Surgeon Edward Courtenay Thorp. Dated 20th January 1867.

Surgeon Robert Cockburn. Dated 20th January 1867.

*To be Surgeons.*

Assistant-Surgeon Peter O'Brien. Dated 27th January 1865.

Assistant-Surgeon George Barnard. Dated 2nd April 1865.

Assistant-Surgeon Augustine Fitzgerald. Dated 3rd November 1866.

Assistant-Surgeon Nottidge Charles Macnamara. Dated 4th November 1866.

Assistant-Surgeon James Henry Loch, M. D. Dated 20th December 1866.

Assistant-Surgeon Robert Rouse. Dated 20th December 1866.

Assistant-Surgeon John Charles Annesley. Dated 30th December 1866.

Assistant-Surgeon James Rawlinson Jackson. Dated 4th January 1867.

Assistant-Surgeon Archibald MacDonald Garden. Dated 11th January 1867.

Assistant-Surgeon Samuel Cornwallis Amesbury. Dated 14th January 1867.

Assistant-Surgeon Gilbert Bethune Hadow. Dated 20th January 1867.

Assistant-Surgeon George Nicholas Cheke. Dated 20th January 1867.

Assistant-Surgeon Soorjo Coomar Goodeve Chuckerbutty, M. D. Dated 24th January 1867.

Assistant-Surgeon John Brake. Dated 24th January 1867.

Assistant-Surgeon Alfred Adams Mantell. Dated 24th January 1867.

Assistant-Surgeon John Bowmer Collison. Dated 24th January 1867.

Assistant-Surgeon John Bishop King, M. D. Dated 24th January 1867.

## ALTERATIONS OF RANK.

*Infantry.*

Lieutenant-Colonel Hugh Lowman Pester to rank from 12th September 1866.

*Late 46th Native Infantry.*

Captain John James Russell to rank from 24th December 1865.

"London Gazette" of 5th July 1867, page 3776.

## BOMBAY ARMY.

*To be Colonels.*

Lieutenant-Colonel (Major-General) John Coussmaker Heath (deceased). Dated 6th November 1866.

Lieutenant-Colonel (Brevet-Colonel) John Drummin Stewart. Dated 12th February 1867.

The promotion in the 54th Bengal Native Infantry, notified in *Gazette* of 3rd August 1866, should be as follows, and not as stated in that *Gazette* :—

Lieutenant Edward Daniel Hamilton Vibart to be Captain, *vice* Vanrenen, retired. Dated 10th March 1866.

The Christian name of Captain Tulloch should be *Arthur*, and not *Alfred*, as stated in the *London Gazette* of the 3rd October 1865.

*The 6th September 1867.*

No. 866 of 1867.—In continuation of G. G. O. No. 516, dated 15th May 1867, the Right Hon'ble the Governor General in Council is pleased to publish, for general information, the following extract from a Despatch from the Right Hon'ble the Secretary of State for India, No. 222, dated 2nd August 1867 :—

Para. 1. I have received and considered in Council your letter dated 16th May last, No. 128, forwarding copy of a General Order which you have issued in accordance with the instructions contained in my Despatch No. 95 of the 30th March 1867, regarding the line promotion of Officers of the Indian Army, belonging to cadres, who have decided not to join the Staff Corps.

2. In that Despatch I referred to the position of the younger Officers on the General Lists of the three Presidencies, and expressed an opinion, although I did not desire to interfere with the immediate prospects of these Officers in the matter of promotion, that it would be fair and reasonable to introduce some rule with a view to regulating their rise to the higher grades in such manner as to secure the Officers of other branches of the service from supersession to any serious extent.

4. I have determined that the Officers of the General Lists of Cavalry and Infantry in the three Presidencies, shall remain on the General List, and shall rise to the substantive grade of Captain under present Regulations; but that their promotion to the higher grades shall be regulated



by length of service under the Staff Corps Rules, without reference to any special staff service. These Officers, however, will continue to be eligible for appointment to the Staff Corps under the ordinary rules.

No. 867 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

PUNJAB FRONTIER FORCE.

3rd Punjab Infantry.

Captain E. B. Ward, of the late 48th Regiment, Native Infantry, Officiating 1st Wing Subaltern, 5th Punjab Infantry, to be 1st Wing Subaltern, *vice* Lieutenant Wood, placed at the disposal of the Foreign Department.

This cancels the appointment of Captain Ward, notified in G. G. O. No. 811 of the 17th August 1867.

No. 868 of 1867.—The following promotions and alterations of rank are made in the Subordinate Medical Department:—

PROMOTIONS:

Rank.		Names.		To what rank promoted.	From what date.	In succession to.
Hospital apprentice	Ap-	John Holden	...	Assistant Apothecary	6th June 1867	Assistant Apothecary J. English, dismissed.
Ditto	...	Charles Finnerty	...	Ditto	26th ditto	Assistant Apothecary C. G. Keane, resigned.

ALTERATIONS OF RANK:

Rank.		Names.		To rank from.	In succession to.
Assistant Apothecary		A. Fitzgibbon, v. c.	...	21st Jan. 1867	Assistant Apothecary J. C. M. Vvall, resigned.
Ditto	...	A. B. Eates	...	25th Feb. 1867	Assistant Apothecary W. Helps, dismissed.
Ditto	...	T. McCreech	...	9th March 1867	Assistant Apothecary W. Beards, deceased.
Ditto	...	H. Holmes	...	15th ditto	Assistant Apothecary J. Hamilton, promoted.
Ditto	...	J. Boyle	...	16th April 1867	Assistant Apothecary J. Lane, deceased.
Ditto	...	E. D. Grose	...	27th May 1867	Assistant Apothecary J. McGrath, promoted.

The promotions of Hospital Apprentices Young and Saxton, notified in G. G. Orders Nos. 453 and 700, dated 23rd April and 3rd July 1867, are cancelled—they having been struck off the list of the Subordinate Medical Department from dates prior to their promotion.

No. 869 of 1867.—The undermentioned Officer is promoted to the rank of Colonel in the Army, from the date specified, under the operation of the Royal Warrant of the 31st January 1859, Clause 8, subject to Her Majesty's approval:—

Lieutenant-Colonel John Francis D'Evereux Williams Hall, Bengal } 1st January 1867.  
Infantry

No. 870 of 1867.—The following promotion is made, subject to Her Majesty's approval :—

Corps.	Rank and Name.	To what rank promoted.	From what date.	In whose room.
Cadre of the late 32nd Native Infantry ...	Lieutenant Philip Henry Mascie Wynter ...	Captain ...	12th Aug. 1867	Captain (Major in Staff Corps) H. L. Gleig, placed on the Retired List.

No. 871 of 1867.—Supernumerary Surgeon W. J. Palmer, of the Medical Department, is brought on the establishment of Surgeons to fill an existing vacancy.

No. 872 of 1867.—With reference to G. G. O. No. 315 of the 19th March 1867, the following paragraph of a Military letter from the Right Hon'ble the Secretary of State for India, No 199, dated the 16th of July 1867, is published for general information :—

34. Captain A. D. Jennings, Cadre, 2nd Bengal European Light Cavalry, has been removed from the service from the 16th May 1867, and has been granted a subsistence allowance of (£50) fifty pounds per annum.

H. W. NORMAN, Col.,  
Secy. to the Govt. of India.

## PUBLIC WORKS DEPARTMENT.

### NOTIFICATIONS.

#### Establishment.

Simla, the 4th September 1867.

No. 232.

Mr. E. Gramatzki is appointed to the Public Works Department as an Assistant Engineer of the 3rd Grade, and posted to Coorg.

The 6th September 1867.

No. 233.

Statement of the Monthly Accounts that have been received in the Office of the Accountant General, Public Works Department, up to the 31st day of August 1867.

Order of Merit.	Accounting Officers.	Last month for which received.	Date of Receipt.
1	Controller, Hyderabad ...	June 1867	10th August 1867.
2	" " for the Berars ...	Ditto	Ditto.
3	" Mysore, for Coorg ...	Ditto	23rd August 1867.
4	" " ...	May 1867	25th July "
5	" Central Provinces ...	Ditto	2nd August 1867.
6	" Bengal ...	Ditto	6th "
7	" British Burmah ...	Ditto	10th "
8	" N. W. Provinces, for Rajpootana ...	Ditto	20th "
9	" N. W. Provinces ...	Ditto	23rd "
10	" N. W. Provinces, for Central India ...	Ditto	Ditto.
11	" Madras ...	Ditto	30th August 1867.
12	" Bombay ...	April 1867	7th "
13	" Punjab ...	Ditto	28th "
14	" Oudh ...	March 1867	1st July 1867.

No. 234.

Lieutenant A. J. Filgate, R. E., has been appointed Assistant Accountant General, Public Works Department, with the grade of a Controller, 3rd Class, 3rd Grade, with effect from the 29th March 1867.

No. 235.

Lieutenant W. Smallman, Sub-Engineer, 2nd Grade, Central Provinces, is promoted to be Assistant Engineer, 2nd Grade, with effect from 1st August 1867, under the operation of Public Works Department Circular No. 76, dated 7th August 1867.

C. H. DICKENS, Col., R. A.,  
Secy. to the Govt. of India.



## Weekly Statement of Silver tendered, of Certificates issued, and Silver Balance in the Mint.

DATE.	Silver tendered, estimated value.	Certificates issued for	BALANCE OF BULLION		
			Under assay.	Assayed.	Held on at Currency De- partment.
1867.	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>
August 26th ... ..	50,000	13,376	1,75,877	1,80,911	27,61,718
„ 27th ... ..	1,04,620	14,495	2,65,678	1,29,704	27,61,718
„ 28th ... ..	.....	45,031	2,19,714	2,02,221	27,61,718
„ 29th ... ..	1,706	33,420	1,87,789	1,25,924	27,61,718
„ 30th ... ..	.....	7,578	1,65,040	33,750	27,61,718
„ 31st ... ..	.....	52,287	1,12,172	87,708	27,61,718

CALCUTTA MINT,  
The 2nd September 1867. }

J. F. SHEKLETON,  
Officiating Mint Master.

## STATEMENT of Government Promissory Notes, enfaced for payment of Interest in London, under on the 22nd

PARTICULARS.	3½ per cent. Loan of 1853-54.	4 PER CENT. LOANS						Transfer of 1865.
		of 1824-25.	of 1828-29.	of 1832-33.	of 1835-36.	of 1842-43.	of 1854-55.	
Balance of 8th August 1867 ..	36,100	26,666	2,346	20,52,373	32,91,400	1,23,95,900	98,50,500	60,04,800
<i>Add—</i>								
Amount enfaced at Madras be- tween 9th and 22nd August 1867 ... ..	...	...	...	...	500	6,000	5,500	...
Amount enfaced at Bombay be- tween 9th and 22nd August 1867 ... ..	...	...	...	...	...	1,000	...	...
Amount enfaced at Calcutta be- tween 9th and 22nd August 1867 ... ..	16,500	...	...	1,600	4,900	51,900	12,700	1,01,000
TOTAL ..	52,600	26,666	2,346	20,53,973	32,96,800	1,24,54,800	98,68,700	61,05,800
<i>Deduct—</i>								
Amount written off in the Lon- don Registers ... ..	...	...	...	...	7,700	23,400	3,500	...
Balance on 22nd August 1867...	52,600	26,666	2,346	20,53,973	32,89,100	1,24,31,400	98,65,200	61,05,800

NOTE.—From 23rd June to 8th July 1867 enfaced from India

„ 9th to 22nd „ „ „ „ „ „  
 „ 23rd July to 8th August „ „ „ „ „ „  
 „ 8th Augt. to 22nd „ „ „ „ „ „

PUBLIC DEBT OFFICE;  
BANK OF BENGAL,  
The 29th August 1867. }

Balance against India

## ANNUAL STATEMENT.

Abstract operations of the Government Savings Bank from 1st May 1866 to 31st March 1867.

	Rupees	As.	P.	Rupees	As.	P.
Balance due to Depositors in 1865-66	...	...	...	9,98,243	8	3
Deposits in 1866-67	10,83,870	9	2			
Interest allowed to Depositors in 1866-67	37,321	10	9	11,21,192	3	11
DEDUCT—	...	...	...	21,19,435	12	2
Withdrawals in 1866-67	7,72,667	11	0			
Investment in Government Loans	1,09,948	4	4	8,82,615	15	4
Balance Rupees	...	...	...	12,36,819	12	10
LIABILITIES.						
Balance due to Depositors in 1866-67	...	...	...	12,36,819	12	10
ASSETS.						
Due by General Books	11,99,498	2	1			
Interest allowed to Depositors in 1866-67	37,321	10	9	12,36,819	12	10

BANK OF BENGAL,  
GOVERNMENT SAVINGS BANK,  
Calcutta, the 29th August 1867.

GEO. DICKSON,  
Secretary and Treasurer.

deduction of amount re-transferred to India, and outstanding in the Books of the Bank of Bengal August 1867.

4½ per cent. Loan of 1856-57.	5 PER CENT.		5½ per cent. Loan of 1859-60.	5 PER CENT. DEBENTURES FOR						TOTAL AMOUNT.
	P. W. of 1854-55.	of 1856-57.		1 year.	2 years.	3 years.	5 years.	10 years.	15 years.	
				Repayable Jan. 1868.	Repayable Jan. 1869.	Repayable Jan. 1870.	Repayable June 1872.	Repayable June 1877.	Repayable June 1882.	
16,500	45,89,300	5,60,13,600	3,54,15,900	...	50,000	6,83,000	10,60,000	20,51,000	31,11,000	13,66,50,385
...	...	25,000	22,500	...	...	...	...	...	...	59,500
...	11,000	4,87,600	4,68,700	...	...	...	...	...	...	9,68,300
...	13,000	3,99,700	6,11,700	...	...	4,000	5,000	7,000	10,000	12,39,000
16,500	46,13,300	5,69,25,900	3,65,18,800	...	50,000	6,87,000	10,65,000	20,58,000	31,21,000	13,89,17,185
...	...	63,500	27,000	...	...	...	...	...	...	1,25,100
16,500	46,13,300	5,68,62,400	3,64,91,800	...	50,000	6,87,000	10,65,000	20,58,000	31,21,000	13,87,92,085

19 lacs, re-transferred from London 3 lacs.

15 " " " 13 "

30 " " " 5 "

22 " " " 1 lac.

36 lacs 22 lacs.

22 " "

34 lacs.

GEO. DICKSON,  
Secretary and Treasurer.



## Great Trigonometrical Survey of India.

## NOTIFICATION.

Calcutta, the 30th August 1867.

No. 27.

The following promotions are made, with effect from 1st September :—

Mr. L. H. Clarke, Civil Assistant of the 4th Grade, to be a Civil Assistant of the 3rd Grade.

Mr. E. J. Connor, Sub-Assistant of the 4th Grade, to be a Sub-Assistant of the 3rd Grade.

J. T. WALKER, *Lieut.-Col., R. E.,*  
*Supdt., G. T. Survey of India.*

## CURRENCY NOTES.

*Extract from Financial Department Notification*  
*No. 1004A., dated Simla, 30th July 1866.*

*Para. 9.*—"The person making the statement respecting a lost or destroyed Note, or portion of Note, will be required to advertise its loss (free of charge) *thrice* at least in the *Official Gazette* of the Presidency or place where or within which the Note is payable, and *once* in the *Gazette of India.*"

## Lost.

In transit by Post from Amritsur to Lahore, the following halves of Government Currency Notes of Lahore Circle :—

No. A26—31126, dated 15th May 1862, for Rs. 20.  
" A23—28838, dated 17th " " 50.  
" A26—34596, dated 15th " " 20.

BAHADUR CHUND HURSHAIMULL.

In transmission by Post between Murree and Sreenuggur, about 6th October 1866, the second halves of the undermentioned Lahore Currency Notes :—

No. A26—27492, dated 15th May 1862, Rs. 20.  
" A26—27493, " " " " " 20.  
" A26—27494, " " " " " 20.  
" A26—27495, " " " " " 20.  
" A23—25772, " 17th " " " 50.

GEO. FARRELL,  
*Asstt. Surgeon, 2nd Punjab Infantry.*

In transmission from Purtabgurh, Oudh, to Messrs. Playfair, Duncan and Co., Calcutta, the left-hand halves of Currency Notes Nos. A39—04613 and A39—04624, of the Allahabad Circle, for Rs. 100 each.

D. TURNER.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad :—

No. A18—32517, for Rs. 10.  
" A18—36555, " 10.

W. BAXTER.

In transit by Post, the upper half of the Allahabad Currency Note :—

No. A18—31692, for Rs. 10.

PEAREE MOHUN BANERJEE,  
*Pleader, High Court, N. W. P.*

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta :—

No. A7—56043, for Rs. 10.

GILLANDERS, ARBUTHNOT & Co.

Halves of the following Currency Notes :—

No. A27—78869, for Rs. 20.  
" A21—16913, " 10.

ROJONEE LALL BYSACK.

Half of the following Currency Note—intimation of loss given to the Currency Office :—

No. A27—75275, for Rs. 20.

LUKHUN CHUNDER HALDER.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad :—

No. A13—96766, for Rs. 100.  
" A13—96767, " 100.  
" A13—97978, " 100.  
" A30—16446, " 100.  
" A30—16580, " 100.  
" A15—23624, " 500.  
" A28—41899, " 1,000.

J. W. O'DONNELL,  
*Executive Engineer,*  
*Jubbulpore.*

The right half of the Government Currency Note—intimation of loss has been sent to the Currency Office :—

No. A38—45552, for Rs. 100.

GOPAUL CHUNDER ROY.

Halves of the following Currency Notes—intimation of loss given to the Currency Office, Calcutta :—

No. A46—49974, for Rs. 500.  
" A46—49431, " 500.  
Nos. A38—47279, 37382, 47662 and 47663, for Rs. 100 each.

COLVIN, COWIE & Co.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad :—

No. A26—15942, for Rs. 20.  
" A26—16623, " 20.

JOHN GREIVE HALL, *Lieut., R. E.*

Left half of Calcutta Currency Note No. A20—97127, dated 10th May 1862, for Rs. 10.

GOBURDHUN DEY.

In transit by Post between Cawnpore and Kurnaul, the right halves of the undermentioned Currency Notes of the Allahabad Circle:—

No. 35105, for Rs. 10.

„ 18498, „ 20.

P. KELLY,

Overseer, D. P. W.,  
Kurnaul.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A12—02506, for Rs. 50.

„ A12—05551, „ 50.

HAMILTON & CO.

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A18—29260, for Rs. 10.

„ A18—29261, „ 10.

G. W. GRANT,

D. P. W.

First half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A12—04526, for Rs. 50.

RAM LALL COOMAR.

#### Lost or Stolen.

Between Umballa and Sultanpore, in Oudh, two halves of Government Currency Notes, No. A26—29266, of the 15th May 1862, for Rs. 20; and No. A18—13109, of the 8th May 1862, for Rs. 10, on Lahore and Allahabad Circles.

Half of the following Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A21—94959, for Rs. 10.

SYED MAHOMED HOSSEIN.

Halves of the following Currency Notes—intimation of loss has been given to the Currency Office, Calcutta:—

No. A25—76962, for Rs. 20.

„ A21—43687, „ 10.

LEWIS COSSERAT.

#### Stolen.

The entire Government Currency Notes of the Allahabad Circle—intimation given to the Currency Office, Allahabad:—

No. A30—17338, for Rs. 100.

„ A26—19290, „ 20.

G. G. CHARLES,

Asstt. Supdt., Telegraph Dept.

#### Injured by Rats.

The following Government Currency Notes:—

No. 12385, for Rs. 10.

„ 12392, „ 10.

„ 12394, „ 10.

„ 12395, „ 10.

„ 12398, „ 10.

Application for payment made to the Currency Office, Allahabad.

#### PROMISSORY NOTES.

##### Lost, Misaid, or Destroyed.

Government Promissory Note No. 000248 of 19682 of 1842-43, at 4 per cent., for Rs. 1,000.

JOWALLAPERSHAUD.

##### Lost or Stolen.

A 4 per cent. Government Security No. 6173 of 1835-36, for Rs. 1,000, the property of the undersigned. Any person giving information which will lead to the recovery thereof, shall be rewarded.

GUNGA DEEN CHOWDRI,

Chupper Mahul, Cawnpore.

The Government Promissory Notes Nos. 42142 and 42144 of the 5 per cent. Loan of 1841-42, dated 30th June 1841, for Co.'s Rs. 1,000 each, belonging to the Estate of Kistojeebun Bhattacharjee, the Proprietor, by whom they were never endorsed to any other person. Payment of the above Notes has been stopped at the Comptroller General's Office, and application is about to be made to Government for the issue of Duplicate Notes in favor of the Proprietor, Kistojeebun Bhattacharjee, deceased.

SREEMUTTY JADOMONEE DABEA,

Administratrix to the Estate of  
Kistojeebun Bhattacharjee, deceased.

#### GAZETTE OF INDIA.

##### NOTIFICATION.

The 26th April 1867.

The Viceroy and Members of the Government of India having left the Presidency for Simla, it is hereby notified that on and after the 4th May until further notice, the *Gazette of India* will be published at Simla on the morning of every Saturday.

All communications other than remittances intended for the *Gazette* should be addressed to the "Superintendent, *Gazette of India*, Simla."

Remittances should be sent to the Calcutta Office.

In answer to numerous enquiries, the Publisher of the *Gazette of India* notifies to private Subscribers that though no stamps are affixed to their copies, they are still liable to the cost of postage, as that cost, though not paid on each separate parcel, is still debited to the *Gazette* by the Post Office.



## ADVERTISEMENT.

**Jerri Tea Co., "Limited," in Liquidation.**

All persons having claims against the above Company are requested to send particulars of them, with vouchers, &c., to the undersigned.

CLIVE ROW, } CHARLES MILNER,  
Calcutta, 16th August 1867. } Liquidator.

*Published this day,*

PRICE TEN RUPEES,

**The Law of Evidence,**

With more especial reference to the Courts of British India not established by Royal Charter,

By C. D. FIELD, Esq.,

Bengal Civil Service,

*Officiating Judge of the Principal Courts of Small Causes of Kishnaghur and Jessore.*

*(Now Registrar of the High Court, Calcutta.)*

BY THE SAME AUTHOR,  
**Indian Law Reform.**

PRICE THREE RUPEES.

**Rent Law Procedure in Bengal.**

PRICE SIX RUPEES.

**Rent Law Procedure in Bengal,**

*Translated into Bengalee.*

PRICE THREE RUPEES.

Index to the Bengal Regulations and Acts of the Legislative Council of India and of the Bengal Council.

PRICE THREE RUPEES.

CALCUTTA:  
MESSRS. R. C. LEPAGE AND CO.,  
DALHOUSIE SQUARE.

**THE BUDGET.**

*Just Published, price 1 Rupee; Postage, &c., 2 As. extra.*

**FINANCIAL STATEMENT,  
1867-68.**

BY  
THE RIGHT HONORABLE W. N. MASSEY.

CALCUTTA:  
OFFICE OF SUPDT., GOVERNMENT PRINTING,  
4, HASTINGS STREET.  
1867.

*Price 5 Rupees.*

FINANCE AND REVENUE ACCOUNTS OF THE GOVERNMENT OF INDIA, for the year 1865-66, and ESTIMATE of REVENUE, EXPENDITURE, and CASH BALANCES for 1866-67, with a comparison of the two years.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,  
4, HASTINGS STREET.  
1867.

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&c., &c., &c.

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OFFICE OF SUPDT., GOVERNMENT PRINTING,  
4, HASTINGS STREET.  
1867.



# The Gazette of India.

Published by Authority.

SIMLA, SATURDAY, SEPTEMBER 14, 1867.

## HOME DEPARTMENT.

### LEGISLATIVE.

The following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 5th September 1867, and is hereby promulgated for general information:—

#### ACT No. XXXV of 1867.

*An Act to provide temporary assistance to the Financial Commissioner of the Panjáb.*

WHEREAS, owing to the state of business in the Court of the Financial Commissioner of the Panjáb, it is expedient to give him some temporary assistance in the disposal of appeals now pending before him, or which, within such time as hereinafter mentioned, shall be presented in his Court; It is hereby enacted as follows:—

1. The Lieutenant-Governor of the Panjáb may, with the previous sanction of the Governor General of India in Council, appoint an officer to be styled the Additional Financial Commissioner of the Panjáb, who shall hold his office during the pleasure of the said Lieutenant-Governor.

2. The said Financial Commissioner may, from time to time so long as this Act shall remain in force, cause a list of the appeals which he may wish to be transferred from his Court to the Court of the said Additional Financial Commissioner, to be prepared and sent to the said Lieutenant-Governor; and such Lieutenant-Governor may, if he think fit, order all or any of such appeals to be transferred accordingly.

3. The procedure of the Additional Financial Commissioner in appeals so transferred, shall be regulated by the rules relating to Civil Procedure for the time being in force in the Panjáb, and his orders on such appeals shall have the same effect to all intents and purposes as if they had been made by the said Financial Commissioner.

4. The Additional Financial Commissioner shall hold his sittings at such place in the Panjáb as the Lieutenant-Governor shall from time to time appoint.

5. This Act shall come into operation on the first day of October 1867, and shall remain in force until the first day of April 1868, or until such subsequent day (if any) as the Governor General of India in Council shall notify in the *Gazette of India*: Provided that as to such appeals (if any) as shall, on or before the said first day of April, or the day so notified, as the case may be, have been transferred under the provisions herein contained, and shall not have been disposed of by the Additional Financial Commissioner, this Act shall remain in force until such appeals shall have been disposed of as aforesaid.

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

The following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 5th September 1867, and is hereby promulgated for general information:—

#### ACT No. XXXVI of 1867.

*An Act to correct an error in Act No. XVII of 1862.*

WHEREAS Act No. XVII of 1862 (*An Act to repeal certain Regulations and Acts relating to Criminal Law and Procedure*) repeals by its schedule the whole Madras Regulation XI, 1816 (*A Regulation for the establishment of a general system of Police throughout the territories subject to the Government of Fort St. George*), "except Sections VIII, IX, X, XII, XIII, XIV, and XLVII;" and whereas the said section number "XII" is an error, and it is expedient to correct the same; It is hereby enacted as follows:—

1. The Schedule to the said Act shall be read as if for the words and figures hereinbefore cited, the following were substituted (that is to say), "except Sections VIII, IX, X, XI, Clause 1. XIII, XIV, XLVII."

WHITLEY STOKES,  
Asstt. Secy. to the Govt. of India,  
Home Dept. (Legislative).



*Simla, the 12th September 1867.*

The following Bill and Statement of Objects and Reasons accompanying it, are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations :—

*A Bill for repealing certain enactments which have ceased to be in force or have become unnecessary.*

WHEREAS it is expedient that certain enactments (mentioned in the schedule to this Act) which have ceased to be in force otherwise than by express and specific repeal, or have by lapse of time and change of circumstances become unnecessary, or which merely repeal prior enactments, should be expressly and specifically repealed; It is hereby enacted as follows :—

1. The enactments mentioned in the schedule to this Act are hereby repealed to the extent specified in the third column of the same schedule:

Provided that the repeal by this Act of any enactment shall not affect any Act or Regulation in which such enactment has been applied, incorporated or referred to:

And this Act shall not affect the validity or invalidity of anything already done or suffered, or any right or title already acquired, or accrued, or any remedy or proceeding in respect thereof, or the proof of any past act or thing;

Nor shall this Act affect any principle or rule of law, or established jurisdiction, form or course of pleading, practice or procedure, or existing usage, custom, privilege, restriction, exemption, office or appointment, notwithstanding that the same respectively may have been in any manner affirmed, recognized, or derived by, in or from, any enactment hereby repealed:

Nor shall this Act provide or restore any jurisdiction, office, usage, custom, privilege, restriction, exemption, usage or practice not now existing, or in force:

Nor shall this Act affect any duties leviable on salt or opium.

2. This Act may be cited as "The Repealing Act, 1867."

#### SCHEDULE.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
I of 1834	Governor General ... ..	The whole.
I of 1835	Governor of Madras ... ..	The whole.
III of 1835.	Revenue ... ..	The whole.
VII of 1835.	Sessions Judge ... ..	The whole.

#### SCHEDULE,—continued.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XII of 1835.	Sunnuds ... ..	The whole.
XVI of 1835.	Indigo contracts ... ..	The whole.
III of 1836.	Cattle-duty (Salsette) ... ..	The whole.
IV of 1836.	Insolvent-debtors... ..	The whole.
V of 1836	Executions ... ..	The whole.
VII of 1836.	Municipal taxes (Bombay) ... ..	The whole.
X of 1836	Indigo contracts ... ..	Section 5.
XI of 1836	Repeal of 53 Geo. 3 c. 105 sec. 107. Exemption from Jurisdiction.	The whole.
XIII of 1836.	Sicca Rupees ... ..	The whole.
XVI of 1836.	Commissioner's Vakeel (Madras)... ..	The whole.
XVII of 1836.	Begum Sunroo ... ..	The whole.
XIX of 1836.	Bank of Bengal ... ..	The whole.
I of 1837	Justices of the Peace (Calcutta)	The whole.
IX of 1837	Parsees' Landed Property ... ..	The whole.
XI of 1837	Bombay Regulation I, 1820 ... ..	The whole.
XIII of 1837.	Courts Martial (Bombay) ... ..	The whole.
XIV of 1837.	Foreign bottoms ... ..	The whole.
XIX of 1837.	Evidence ... ..	The whole.
XXVI of 1837.	Governor General ... ..	The whole.
XXVIII of 1837.	Stamp Officer (Bengal) ... ..	The whole.
XXIX of 1837.	Persian language (Bengal) ... ..	The whole.
XXXVIII of 1837.	Local Agents (Bengal) ... ..	The whole.
IV of 1838	Perjury (Bombay) ... ..	The whole.
XV of 1838	Bombay Regulation XII, 1827, Section 35, Clause 1.	The whole.
XXV of 1838.	Wills ... ..	The whole Act, except as to Wills made before 1st January 1866.
XXIX of 1839.	An Act for the amendment of the Law relating to Dower.	The whole Act, except as to marriages contracted before 1st January 1866.

SCHEDULE.—*continued.*

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XXX of 1839.	An Act for the amendment of the Law of Inheritance.	The whole Act, except as to intestacies occurring before 1st January 1866.
VII of 1840	An Act for authorizing the appointment of uncovenanted servants to the offices of Deputy Register and Assistant Register to the Sudder Courts of the Presidency of Fort William in Bengal.	The whole.
XX of 1840	An Act for declaring the law touching the liability of auction purchasers of permanently assessed estates under Section 21, Regulation XI. of the Bengal Code.	The whole.
XXI of 1840.	An Act concerning suits instituted under the provisions of Regulation XLIX. of 1793. prior to and pending at the date of the enactment of Act IV. of 1840.	The whole.
V of 1841	An Act for the greater uniformity of the process upon trial for State offences, and the amendment of such process in certain cases.	So much of Sections 2 and 4 as refers to Law Officers.
XV of 1841	An Act for exempting residents within Calcutta from giving security in suits in the Mofussil Courts on certain occasions.	The whole.
XXIV of 1841.	An Act for the greater uniformity of the law administered by Her Majesty's Supreme Courts with that administered in England in regard to the undisposed residue of the effects of testators; illusory appointment; the transfer of estates by persons under disabilities pursuant to the direction of Courts, and the better management of the property of such persons, and other like matters.	The whole Act, except so far as it relates to illusory appointments and infants, and except Section 5.
II of 1842	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
VII of 1842.	An Act for repealing certain provisions of the Bengal Code regarding translations.	The whole.
VIII of 1843.	An Act for disposing of the original suits and appeals depending before the Provincial Courts of Appeal in the Presidency of Fort St. George, the abolition of which is authorized by Act No. VII. of 1843.	The whole.
XX of 1843	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.

SCHEDULE.—*continued.*

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XXII of 1843.	An Act for amending the law relating to the jurisdiction of the Dewanny Adawlut of the Zillah of the 24-Pergunnahs.	The whole.
XXIII of 1843.	An Act for amending the law relating to the jurisdiction of the Zillah Courts in the Provinces ceded by the Nawab Vizier and in some other places.	The whole.
I of 1844	An Act for securing certain immunities and privileges to His Highness the Nabob of the Carnatic, his family, and retinue.	The whole.
IV of 1844	An Act for repealing Regulation IX of 1808 of the Bengal Code.	The whole.
VII of 1844	An Act for improving the law of evidence.	The whole.
XII of 1844	An Act for better securing the observance of an exact discipline in the Indian Navy.	The whole.
XIII of 1844.	An Act for making Trisoolce Pycè no longer a legal tender within the Province of Benares, and for their withdrawal from circulation.	The whole.
XIX of 1844.	An Act for abolishing Town Duties and Mookuts and all taxes upon trades and professions within the Presidency of Bombay.	The whole.
XII of 1845	An Act for authorizing the employment of the Uncovenanted Assistant Registrar of the Sudder Dewany and Sudder Foudaree Adawlut of Bombay on the duties of registration.	The whole.
XIII of 1845.	An Act for extending the power of the Supreme Court of Judicature at Bombay in regard to the admission and enrolment of persons to act as attorneys of the said Court.	The whole.
XXII of 1845.	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
XXIII of 1845.	An Act to enable "the Union Bank of Calcutta" to sue and be sued in the name of the Secretary or of the Treasurer of the said Company.	The whole.
V of 1846	An Act for placing the Police of Surat under a Magistrate.	The whole.
XII of 1847	An Act for repealing the law which authorizes the imposition of fines on Moonsiffs and Sudder Ameens.	The whole.
XIV of 1847.	An Act for repealing parts of Section III., Regulation IV., 1793, and Section III., Regulation III., 1803, of the Bengal Code.	The whole.
XV of 1847	An Act for the survey of land in the town of Calcutta within the local limits of the jurisdiction of Her Majesty's Supreme Court of judicature.	The whole.



SCHEDULE,—continued.			SCHEDULE,—continued.		
No. of Act.	Subject or Title of Act.	Extent of Repeal.	No. of Act.	Subject or Title of Act.	Extent of Repeal.
XXIII of 1847.	An Act for the amendment of Act No. XXXI of 1838.	The whole.	XXXIX of 1850.	To continue the Commissioners for the Improvement of the Town of Calcutta, pending the consideration of an Act to amend Act XVI, 1847.	The whole.
VI of 1848	An Act for equalizing the duties on goods imported and exported on Foreign and British bottoms, and for abolishing duties on goods carried from port to port in the territories subject to the Government of the East India Company.	The whole.	II of 1851	To amend Regulation XIII, 1810, of the Bengal Code, for the trial of appeals.	The whole.
XII of 1848	An Act for better defining the jurisdiction of the Calcutta Court of Commissioners for the recovery of small debts.	The whole.	V of 1851	For relief of certain sufferers by the insolvency of Sir Thomas Turton, Baronet.	The whole.
XIII of 1848.	For limiting the time within which a suit may be brought to contest the awards of the Revenue Authorities in the Presidency of Bengal.	The whole.	XIII of 1851.	An Act to amend Act V. of 1851.	The whole.
XVIII of 1848.	An Act for the administration of the Estate of the late Nawab of Surat, and to continue privileges to his family.	The whole Act, except as to such of the persons (if any) mentioned in the Schedule thereto as are yet alive.	IX of 1852	An Act to repeal Regulation I of the Bengal Code.	The whole.
XXIV of 1848.	An Act providing for the exercising certain powers by the Governor General during his absence from the Council of India.	The whole.	XXII of 1852.	To avoid doubts as to the validity of certain decisions in summary suits for arrears of rent and of certain sales of Putnee Talooks and other saleable tenures.	The whole.
XXV of 1848.	An Act for restoration of the Jagheer of Bungenapilly.	The whole.	XXXI of 1852.	An Act to repeal Clause 17, Section XVI, Regulation XX 1817, of the Bengal Code.	The whole.
XXVII of 1848.	An Act to amend the Act XII of 1844.	The whole.	IV of 1853	An Act for the abolition of the Government monopoly of tobacco in the Provinces of Coimbatore, Malabar, and Canara.	The whole.
II of 1849	To abolish the practice of branding and exposing convicts.	The whole.	IX of 1853	An Act to amend Act No. VI, 1853.	The whole.
III of 1849	An Act to confirm an agreement between certain shareholders and creditors of the Union Bank of Calcutta.	The whole.	XIV of 1853.	An Act for regulating the collection and distribution of the effects of Officers, Seamen and others dying in the Marine service of the East India Company, called the Indian Navy.	The whole.
V of 1849	An Act for better defining the duties of Customs and Excise.	The whole.	XXI of 1853.	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
XII of 1849	For improving the jurisdiction of the Sudder Adawlut of Bombay, and for amending Section 36, Regulation II, 1827, of the Bombay Code.	The whole.	II of 1854	An Act to abolish the office of Assessor to the Court of Bombay.	The whole.
XV of 1849	An Act to amend the law respecting the stamped material in use in the Presidency of Bombay.	The whole.	XV of 1854	An Act to facilitate the proceedings of the Commissioners appointed to inquire into certain matters connected with the position of Sir James Brooke, Her Majesty's Commissioner and Consul General in Borneo.	The whole.
XXII of 1850.	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.	XIX of 1854.	An Act for removing the prohibition against the importation of foreign sugar.	The whole.
XXX of 1850.	An Act to remove doubts on the construction of Act I, 1846, and Act IV 1850.	So much as is not repealed.	XXII of 1854.	An Act to repeal certain parts of the 53 George III, Cap. 155, of Section II. Regulation XV of the Bengal Code, and of Regulation IV of 1809 of the Madras Code.	The whole.
XXXII of 1850.	An Act to repeal Act XV of 1836.	The whole.	XXIX of 1854.	An Act to prohibit the exportation of saltpetre to certain ports in Europe.	The whole.
			XXXII of 1854.	An Act to facilitate enquiries respecting the alleged use of torture in the Presidency of Fort St. George.	The whole.

## SCHEDULE,—continued.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
I of 1855	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
III of 1855	An Act for the better prevention of desertion from the Indian Navy.	The whole.
VII of 1855.	An Act to amend the law of arrest on mesne process in Civil actions in Her Majesty's Courts of Judicature, and to provide for the subsistence of prisoners confined under Civil process of any of the said Courts.	The whole.
XXIII of 1855.	An Act to amend the law relating to the administration of the estates of deceased persons charged with money by way of mortgage.	The whole Act, except as to decrees or decrees occurring or made before the 1st January 1866.
XXX of 1855.	An Act to repeal Section 7 of Act No. XXVIII of 1839.	The whole.
XXXIII of 1855.	An Act to prohibit the exportation of saltpetre, except in British vessels bound to the ports of London or Liverpool.	The whole.
XXXV of 1855.	An Act to abolish the levy of Customs Duty on the import of cotton into the North-Western Provinces of the Presidency of Bengal.	The whole.
XXXVIII of 1855.	An Act to provide for the trial and punishment of rebellion and other offences committed within certain districts in which Martial Law has lately been proclaimed.	The whole.
VII of 1856.	An Act to enable the Bombay Government to provide for a due supply of water for public use in the Islands of Bombay and Colaba.	The whole.
VIII of 1856.	An Act for the better control of the gaols within the Presidencies of Fort St. George and Bombay.	Section 1.
XVI of 1856.	An Act to authorize the levy of port dues and fees at the present rates for a further period of twelve months.	The whole.
XXIV of 1856.	An Act to provide for the dissolution of the Bengal Mariners' and General Widows' Fund Society and the distribution of the funds belonging thereto.	The whole.
I of 1857	An Act to prevent the over-crowding of vessels carrying Native passengers in the Bay of Bengal.	The whole.
IX of 1857	An Act to repeal Act VI of 1856.	The whole.
XIV of 1857.	An Act to make further provision for the trial and punishment of certain offences relating to the army, and of offences against the State.	The whole.

## SCHEDULE,—continued.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XV of 1857	An Act to regulate the establishment of Printing Presses, and to restrain in certain cases the circulation of printed books and newspapers.	The whole.
XVI of 1857.	An Act to make temporary provision for the trial and punishment of heinous offences in certain districts.	The whole.
XVII of 1857.	An Act to provide temporarily for the apprehension and trial of Native officers and soldiers for mutiny and desertion.	The whole.
XVIII of 1857.	An Act relating to the issuing of writs or process against certain members of the family household, and retinue of His late Highness the Nabob of the Carnatic.	The whole.
XXIV of 1857.	An Act to authorize the levy of port dues and fees at the present rates for a further period of six months.	The whole.
XXVIII of 1857.	An Act relating to the importation, manufacture, and sale of arms and ammunition, and for regulating the right to keep or use the same.	The whole.
XXXIII of 1857.	An Act to make further provision relating to foreigners.	The whole.
IV of 1858	An Act for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.
VI of 1858	An Act to authorize the impressment of artisans and laborers for the erection of buildings for the European troops in India, and for works urgently required for military purposes.	The whole.
X of 1858	An Act to authorize the confiscation of villages, the imposition of fines and the forfeiture of certain offices in cases of rebellion and other crimes committed by inhabitants of villages, or by members of tribes; and also to provide for the punishment of proprietors of land who neglect to assist in the suppression of rebellion, or in the apprehension of rebels, mutineers, or deserters.	The whole.
XI of 1858	An Act to authorize the infliction of corporal punishment in certain cases.	The whole.
XIII of 1858.	An Act for the punishment of persons who unlawfully possess or conceal arms or other property belonging to Her Majesty or the East India Company.	The whole.
XVII of 1858.	An Act to repeal the laws relating to the levy of light dues at ports within the limits of the Gulf of Cambay.	The whole.
XIX of 1858.	An Act to provide for the authentication of stamped paper issued from the Stamp Office in Calcutta.	The whole Act, except Sections 1, 2 and 8.



SCHEDULE,—continued.			SCHEDULE,—continued.		
No. of Act.	Subject or Title of Act.	Extent of Repeal.	No. of Act.	Subject or Title of Act.	Extent of Repeal.
XX of 1858	An Act to facilitate the recovery of land and other real property, of which possession may have been wrongfully taken during the recent disturbances in the North-Western Provinces of the Presidency of Bengal.	The whole.	IX of 1859	An Act to provide for the adjudication of claims to property seized as forfeited.	The whole.
XXII of 1858.	An Act to continue in force for a further period Acts XIV of 1857, XVI of 1857, and XVII of 1859, and to authorize in certain cases the transport of offenders sentenced to imprisonment.	The whole.	XIX of 1859.	An Act to continue in force until the end of the year 1859 Act XXVIII of 1857 relating to the importation, manufacture, and sale of arms and ammunition, and for regulating the right to keep or use the same.	The whole.
XXIV of 1858.	An Act to continue for six months the privileges granted by Act I of 1844 to certain members of the family household and retinue of His late Highness the Nabob of the Carnatic.	The whole.	XX of 1859	An Act for the suppression of outrages in the District of Malabar in the Presidency of Fort St. George.	The whole.
XXVI of 1858.	An Act to make further provision for the trial and punishment of offences against the State.	The whole.	XXI of 1859.	An Act for providing for the exercise of certain powers by the Governor General during his absence from his Council.	The whole.
XXVII of 1858.	An Act to continue in force for a further period of six months Act IV of 1858 for providing for the exercise of certain powers by the Governor General during his absence from the Council of India.	The whole.	XXIII of 1859.	An Act to alter the rates of duty imported or exported by land from certain foreign territories into or from the Presidencies of Madras and Bombay respectively.	The whole.
XXIX of 1858.	An Act for the relief of persons who in consequence of the recent disturbances have been prevented from instituting or prosecuting suits or appeals in the Civil Courts of the North-Western Provinces within the time allowed by Law.	The whole.	XXVI of 1859.	An Act to continue in force for a further period Act XXVIII of 1857.	The whole.
XXX of 1858.	An Act to provide for the administration of the estate and for the payment of the debts of the late of Nawab of the Carnatic.	The whole.	XXVII of 1859.	An Act to continue in force for a further period Acts XIV of 1857, XVI of 1857, and XVII of 1857.	The whole.
XXXII of 1858.	An Act for bringing the fort of Tanjore and the adjacent territory under the laws of the Presidency of Fort St. George.	Sections 2, 3, 4, 5, 6, 7, 8.	XXVIII of 1859.	An Act to revive and continue in force for a further period Act XXXIII of 1857 (to make further provision relating to foreigners).	The whole.
XXXIII of 1858.	An Act to amend Act XII of 1844 (for better securing the observance of an exact discipline in the Indian Navy).	The whole.	X of 1860	An Act to amend Act VII of 1859 (to alter the duties of customs on goods imported or exported by sea).	The whole.
XXXVIII of 1858.	An Act to repeal Regulation V, 1832, of the Bengal Code and to make certain provisions rendered necessary by the transfer of the Delhi territory to the administration of the Chief Commissioner of the Punjab.	The whole.	XI of 1860	An Act to enforce the fulfilment of indigo contracts and to provide for the appointment of a Committee of enquiry.	The whole.
XLI of 1858.	An Act to amend Regulation X, 1829, of the Bengal Code for the collection of stamp duties.	The whole.	XIII of 1860.	An Act to repeal certain laws relating to the jurisdiction of the Zillah Court of Furruckabad.	The whole.
II of 1859	An Act to amend Act XXX of 1858 (to provide for the administration of the estate and for the payment of the debts of late Nawab of the Carnatic).	The whole.	XVI of 1860.	An Act to amend Act XIV of 1856.	The whole Act, so far as regards Calcutta, Madras, and Bombay.
IV of 1859	An Act to make further provision for the removal of prisoners.	The whole.	XVIII of 1860.	An Act to continue in force for a further period of three months Act XXI of 1859 for providing for the exercise of certain powers by the Governor General during his absence.	The whole.
			XXIV of 1860.	An Act for the solemnization of marriages in India by ordained Ministers of the Church of Scotland.	The whole.
			XXIX of 1860.	An Act to continue in force Act XXVIII of 1837.	The whole.

## SCHEDULE,—continued.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XXXII of 1860.	An Act for imposing duties on profits arising from property, professions, trades, and offices.	The whole.
XXXIV of 1860.	An Act to indemnify Officers of Government and other persons in respect of fines and contributions levied and acts done by them during the late disturbances.	The whole.
XXXVII of 1860.	An Act to repeal Act XVI of 1859.	The whole.
XXXVIII of 1860.	An Act to explain Act XXX of 1858 (to provide for the administration of the estate and for the payment of the debts of the late Nawab of the Carnatic).	The whole.
XXXIX of 1860.	An Act to amend Act XXXII of 1860 (for imposing duties on profits arising from property, professions, trades, and offices).	The whole.
XLIV of 1860.	An Act for providing for the exercise of certain powers by the Governor General during his absence from his Council.	The whole.
XI of 1861.	An Act to amend Act XIV of 1859 (to provide for the limitation of suits).	The whole.
XIII of 1861.	An Act to regulate temporarily the procedure of the Police enrolled under Act V of 1861 (for the Regulation of Police).	The whole.
XXI of 1861.	An Act for limiting in certain cases for the year commencing from the 31st day of July 1861 the amount of assessment to the duties chargeable under Act XXXII of 1860 (for imposing duties on profits arising from property, professions, trades, and offices) and Act XXXIX of 1860 (to amend Act XXXII of 1860).	The whole.
XXX of 1861.	An Act to enable the Bengal Military Orphan Asylum to register under Act XXI of 1860 (for the Regulation of Literary Scientific and Charitable Societies).	The whole.
XXXII of 1861.	An Act to postpone the operation of a portion of Clause 8, Section 1 of Act XIV of 1859 (to provide for the limitation of suits).	The whole.
I of 1862.	An Act to revive and continue in force for a further period Act XXXIII of 1857 (to make further provision relating to foreigners).	The whole.
II of 1862.	An Act to repeal Act XVIII of 1861 (for imposing a duty on arts, trades, and professions).	The whole.
IX of 1862.	An Act for constituting the Secretaries and other Officers of the Banks of Bengal, Madras, and Bombay respectively ex-officio Assessors of certain of the duties payable under Act XXXII of 1860 (for imposing duties on profits arising from property, trades, and professions).	The whole.

## SCHEDULE,—continued.

No. of Act.	Subject or Title of Act.	Extent of Repeal.
XII of 1862.	An Act to repeal Act II of 1835 so far as it relates to the Provinces of Arracan and Tennasserim.	The whole.
XIV of 1862.	An Act to amend Act XIV of 1859 (to provide for the limitation of suits).	The whole.
XVI of 1862.	An Act to limit in certain cases the amount of assessment to the duties chargeable after the 31st day of July 1862 under Act XXXII of 1860 (for imposing duties on profits arising from property, professions, trades, and offices) and Act XXXIX of 1860 (to amend Act XXXII of 1860) and otherwise to modify the said Acts.	The whole.
XVII of 1862.	An Act to repeal certain Regulations and Acts relating to Criminal Law and Procedure.	The whole Act, except Sections 3, 4, 5 and 6.
XXI of 1862.	An Act to provide for the dissolution of the Subordinate Medical Officers' Widows' and Orphans' Fund, and the distribution of the Funds belonging thereto.	The whole.
XXIII of 1862.	An Act to amend Act XI of 1862 (to amend the duties of customs on goods imported and exported by sea).	The whole.
XXIV of 1862.	An Act to continue in force Act XX of 1862 (to provide for the levy of fees and stamp duties in the High Court of Judicature at Fort William in Bengal, and to suspend the operation of certain sections of Act VIII of 1851 in the said High Court).	The whole Act, except Section 2.
VI of 1863.	An Act to consolidate and amend the laws relating to the administration of the Department of Sea Customs in India.	Section 2.
XVIII of 1863.	An Act to make provision for the speedy and efficient disposal of the business now pending in the Office of the Master of the High Court of Judicature at Fort William in Bengal, and to provide for the abolition of the oaths now administered to Hindoos and Mahomedans on the said Court, and to amend the Code of Civil Procedure in respect of process issued out of the said Court in the exercise of its original civil jurisdiction.	Sections 1, 2, 3, 4.
XXVI of 1863.	An Act to amend Act XI of 1862 (to amend Act X of 1860, to amend Act VII of 1859, to alter the duties of customs on goods imported or exported by sea).	The whole.
XXVII of 1863.	An Act to further amend Act XXXII of 1860 (for imposing duties on profits arising from property, professions, trades, and offices), and to amend Act XXXIX of 1860 (to amend Act XXXII of 1860), and Act XVI of 1862 (to limit in certain cases the amount of assessment to the duties chargeable after the 31st day of July 1862 under Act XXXII of 1860 and Act XXXIX of 1860, and otherwise to modify the said Acts).	The whole.



SCHEDULE,—continued.			SCHEDULE,—continued.		
No. of Act.	Subject or Title of Act.	Extent of Repeal.	No. of Regulation.	Title of Regulation.	Extent of Repeal.
XXX of 1863.	An Act to provide for the appointment of Commissioners to enquire into certain claims against the late Native Government of Oudh.	The whole.	X of 1795	For empowering the Sudder Dewanny Adawlut to receive and decide upon appeals from decisions of the Provincial Court of Appeal established in the Province of Benares; and for defining the jurisdiction, powers, and authorities of the Sudder Dewanny Adawlut in that Province.	Sections 1 and 4.
IV of 1864	An Act to give validity to certain proceedings of the Court of Small Causes at Kurrachee.	The whole.			
V of 1864	An Act to give validity to the extension of the Code of Civil Procedure to the Province of Sind from the first day of January 1862.	The whole.	II of 1798	For authorizing a Review of Causes decided by the Civil Courts in certain cases; and for explaining parts of Regulations IV, V, and VI, 1793.	So much as is not repealed.
IX of 1864	An Act to repeal Act VIII. of 1861 (for the levy of Port dues in the Port of Amherst).	The whole.	II of 1801	For the more speedy and effectual administration of justice in the Courts of Sudder Dewanny and Nizamut Adawlut.	Sections 1, 2, 5, and 6, so far as they relate to the Sadr Diwani Adalat.
XI of 1864	An Act to repeal the Laws relating to the offices of Hindoo and Mahomedan Law Officers, and to the offices of Cazee-ool Cozaat and of Cazee; and to abolish the former offices.	The whole.			
XIV of 1864.	An Act to give validity to certain acts and proceedings of the Joint Judge of the Konkan.	The whole.	XII of 1811	For augmenting the number of Judges of the Courts of Sudder Dewanny Adawlut, according as may from time to time appear necessary for the despatch of the business of those Courts.	So far as it relates to the Sadr Diwani Adalat.
XXIII of 1864.	An Act to amend the law relating to the Customs duties on goods imported by sea.	The whole.			
XXIV of 1865.	An Act to give effect to certain Warrants of Attorney and Cognovits.	The whole Act, except Section 5.	XXV of 1814.	For modifying the constitution and jurisdiction of the Sudder Dewanny Adawlut and of the Provincial Courts, for expediting the trial of Civil Causes in those Courts, and for defining more fully the powers of single Judges holding the sittings of those Courts, or of the Nizamut Adawlut and Courts of Circuit.	Section 18, so far as it relates to the Sadr Diwani Adalat.
XXV of 1865.	An Act to amend the Law relating to the duties of customs on goods imported and exported by sea.	The whole.			
XXVIII of 1865.	An Act to provide for the more speedy liquidation of insolvent traders' estates in Bombay.	The whole.	III of 1829	For abolishing certain official designations amongst the Judges of the Courts of Sudder Dewanny and Nizamut Adawlut, and of the Provincial Courts; for amending the Rules at present in force, which require the Judges of the Courts of Sudder Dewanny and Nizamut Adawlut, or other public Officers, to take the prescribed oaths of office before the Governor General in Council; for providing for the decision of civil suits and appeals in the Provincial Courts in certain cases; for amending Regulation VIII of 1825; and for discontinuing the offices of Hindu and Mahomedan Law Officer in the Provincial Courts.	Sections 1, 2, 3, 4, 5.
XVIII of 1866.	An Act to alter the customs duty on the export of saltpetre.	The whole.			
No. of Regulation.	Title of Regulation.	Extent of Repeal.			
	BENGAL.				
III of 1793	For extending and defining the jurisdiction of the Courts of Dewanny Adawlut, or Courts of Judicature for the trial of civil suits in the first instance, established in the several Zillas, and in the cities of Patna, Dacca, and Moorshedabad.	Section 14.			
IV of 1793	For receiving, trying, and deciding suits or complaints declared cognizable in the Courts of Dewanny Adawlut established in the several Zillas, and in the cities of Patna, Dacca, and Moorshedabad.	Sections 14 and 20.			
VI of 1793	For extending and defining the powers and duties of the Court of Sudder Dewanny Adawlut, and prescribing Rules for receiving and deciding upon appeals from the decisions of the Provincial Courts of Appeal.	Sections 13 and 14.	VI of 1831	For the appointment of one or more Judges to be ordinarily stationed at Allahabad for the purpose of exercising the powers and authority of the Sudder Dewanny and Nizamut Adawlut within the Province of Benares, the Ceded and Conquered Provinces, including the districts of Meerut, Shaharunpoor, Mozuffurnuggur, and Boolundshuhur, which are now subject to the Chief Commissioner at Delhi, and the powers and authority of the Nizamut Adawlut in the Province of Kumaon and the Saugor and Nerbudda Territories.	Section 7, so far as it relates to the Court of Sadr Diwani Adalat.

## SCHEDULE, —concluded.

No. of Regulation.	Title of Regulation.	Extent of Repeal.
IX of 1831	For the more speedy and efficient administration of justice in the Courts of Sudder Dewanny and Nizamut Adawlut.	Section 9, so far as it relates to the Court of Sadr Diwani Adalat.
VI of 1832	For enabling European functionaries to avail themselves of the assistance of respectable Natives in the administration of civil or criminal justice, and for modifying or dispensing with Futwas by Mahomedan Law Officers in certain trials.	So far as it relates to Courts for the administration of civil justice.
<b>MADRAS.</b>		
V of 1802	For constituting a Sudder Adawlut, or Chief Court of Civil Judicature, for trying appeals from the decisions of the Provincial Courts of Appeal.	Section 17.
IV of 1806	For the more speedy and effectual administration of justice in the Courts of Sudder Adawlut and Foudjarry Adawlut.	So far as it relates to the Sadr Adalat.
III of 1807	For modifying the constitution of the Courts of Sudder Adawlut and Foudjarry Adawlut, so far as relates to the appointment of the Judges of those Courts.	The whole.
XV of 1816	For modifying the jurisdiction of the Zilla and Provincial Courts, and the Court of Sudder Adawlut in the trial of original suits and appeals; for amending some of the Rules at present in force regarding the admission and trial of special and summary appeals from decisions passed in regular suits; and for limiting and altering some of the existing provisions respecting the pleadings and processes, and the mode of executing decrees in regular suits and appeals.	Section 8, Clause 2.
III of 1825	To prohibit Judges from sitting on the trial of appeals in causes tried before themselves: and to empower the Governor in Council to increase, at his discretion, the number of Judges of the Provincial Courts of Appeal and Circuit, and of the Sudder and Foudjarry Adawlut.	The whole.

## STATEMENT OF OBJECTS AND REASONS.

The preparation of a revised edition of the Statutes and Acts in force in British India, has been for some time progressing in the Legislative Department. To facilitate the execution of this project, the present Bill (which is framed on the models of 19 & 20 Vic., cap. 64, and 24 & 25 Vic., cap. 101) proposes to remove from the Indian Statute Book some 200 enactments which have ceased to be in force otherwise than by express repeal. Of these, some are temporary; but their repeal is expedient to preclude doubts as to whether or not they have been continued or revived. Others have become obsolete by change of circumstances,

and have thus merely an historical interest. Others, again, are already repealed by implication; but no one aware of the doubts which even the best lawyers sometimes entertain as to whether an enactment has been impliedly repealed, will question the desirability of expressly repealing this class of Acts. Others, lastly, merely repeal prior enactments: but the repeal of this numerous class will greatly relieve the Statute Book, and the provision of the third section of the General Clauses Bill (which will doubtless have been passed before the present Bill becomes law) will prevent the revival of the prior enactments repealed.

It will be observed that the present Bill (with the exception of a few Regulations relating to civil procedure, accidentally omitted from the schedule to Act No. X of 1861) deals only with the Acts of the Governor General in Council. Doubts are entertained as to whether the words of the Indian Councils' Act, permitting the Indian Legislature to repeal statutes "now in force" in India, authorize the repeal of obsolete Acts of Parliament relating to this country; it is, however, hoped that, on the first occasion on which the Indian Councils' Act is amended, Parliament will adopt provisions for the repeal of statutes which formerly affected India, but are now obsolete.

As to the Regulations, it is understood that a member of the local Board of Revenue is now engaged in codifying those in force in the North-West Provinces. This Code, of course, will expressly repeal the obsolete Regulations of those Provinces. With regard to the Lower Provinces, Madras and Bombay, it is thought that the Local Governments will best discharge the duty of expressly repealing such Regulations as lapse of time or recent legislation has rendered useless.

SIMLA,

The 10th September 1867.

H. S. MAINE.

WHITLEY STOKES,

Asstt. Secy. to the Govt. of India,  
Home Department (Legislative).

## HOME DEPARTMENT.

## NOTIFICATIONS.

Simla, the 9th September 1867.

No. 4343.

The Reverend W. H. Tribe, appointed a Junior Chaplain on the Bengal Establishment, reported his arrival on the 26th ultimo per Steam Ship *Mongolia*.

Mr. Tribe is appointed Chaplain of Roy Bareilly in Oudh.

No. 4347.

The services of the Reverend F. R. Michell, a Junior Chaplain on the Bengal Establishment, are placed at the disposal of the Government of Bengal.

No. 4351.

The Reverend W. Simpson, Junior Chaplain on the Bengal Establishment, to whom a furlough for two years was granted in Notification No. 366,



dated 24th July 1865, has been allowed by the Right Hon'ble the Secretary of State for India an extension of leave for two months, on urgent private affairs, without pay.

No. 4353.

The services of Captain E. M. Playfair, Cantonment Magistrate of Kamptee, in the Central Provinces, are placed temporarily at the disposal of the Foreign Department.

No. 4355.

APPOINTMENT.—Lieutenant J. Macdougall, Assistant Commissioner in the Central Provinces, to officiate as Cantonment Magistrate of Kamptee, *vice* Captain E. M. Playfair, whose services have been placed temporarily at the disposal of the Foreign Department.

*The 12th September 1867.*

No. 4439.

Lieutenant-Colonel H. T. Bartlett, Cantonment Magistrate of Saugor, in the Central Provinces, has obtained privilege leave for one month and twenty-two days, with effect from the 10th instant.

APPOINTMENT.—Lieutenant J. A. Temple, Assistant Commissioner, to officiate as Cantonment Magistrate of Saugor during the absence of Lieutenant-Colonel Bartlett, or until further orders.

No. 4442.

Mr. T. Blissett, Assistant Superintendent, Government Telegraph Department, has been granted privilege leave for three months, with effect from the date on which he may avail himself of it.

No. 4444.

Privilege leave of absence for three months has been granted to Mr. E. C. Yeatman, Assistant Superintendent of Telegraphs, Punjab Division, with effect from the date on which he may avail himself of the same.

No. 4446.

Privilege leave of absence for three months has been granted to Lieutenant W. Freeth, Assistant Superintendent, Coorg Revenue Survey, with effect from the 1st ultimo.

No. 4458.

Colonel J. E. Gastrell, Deputy Surveyor General and Superintendent, Revenue Survey, Upper Circle, resumed his duties on the 24th ultimo.

No. 4460.

The undermentioned Specifications of inventions have been filed, under the provisions of Act XV. of 1859, in the Office of the Secretary to the Government of India in the Home Department. Copies have been sent to one of the Secretaries to each of the Governments of Bengal, Fort St. George, Bombay, and the North-Western Provinces. A copy of every Specification is open, at

all reasonable hours, at the Office of the Secretary to the Government of India in the Home Department at the Presidency to public inspection, upon payment of a fee of one Rupee. A certified copy of any Specification will be given to any person requiring the same, on payment of the expense of copying:—

No. 327.—Mr. Alfred Augustus Hely, of Blackfriars, in the County of Surrey, England, Seed Crusher, and Mr. John Marshall, of Greenwich, in the County of Kent, England, Civil and Mechanical Examiner, for improvements in Hydrostatic Presses and in the mode or method of working the same.

No. 341.—Mr. Joseph Michel Mélaney, of 29, Boulevard St. Martin, Paris, in the Empire of France, Gentleman, for improvements in apparatus for curling tea and other leaves.

*The 13th September 1867.*

No. 4481.

Pundreenath Ramchunder, Naib Tehseeldar of Talook Poosud, in the Hyderabad Assigned Districts, is invested with the powers of a subordinate Magistrate of the 2nd Class, described in Section 22, Act XXV. of 1861, to be exercised within the limits of his Tehseel.

E. C. BAYLEY,

*Secy. to the Govt. of India.*

## FOREIGN DEPARTMENT.

### NOTIFICATIONS.

#### Judicial.

*Simla, the 12th September 1867.*

No. 176.

His Excellency the Governor General of India in Council is pleased to declare Acts XX. of 1847 and XXV. of 1867 (for the Regulation of Printing Presses, &c.) in force in the Province of Mysore.

#### Political.

*The 13th September 1867.*

No. 923.

APPOINTMENT.—Subject to the confirmation of Her Majesty's Government, His Excellency the Viceroy and Governor General in Council is pleased to recognize Mr. Bernard Lenmann as Acting Vice-Consul for His Majesty the King of Denmark, at Moulmain, during the absence of Mr. W. Brooke.

#### General.

*The 9th September 1867.*

No. 1518.

LEAVE.—Privilege leave of absence for one month is granted to Lieutenant J. S. F. MacKenzie, Assistant Superintendent of Coorg.

No. 1520.

LEAVE.—Privilege leave for two months is granted to Buktawur Sing, Extra Assistant Commissioner of Dumoh, in the Central Provinces.

No. 1522.

PROMOTIONS.—The following promotions in the Hyderabad Commission, are sanctioned by the Governor General in Council:—

Mr. Bymanjee Jamasjee, Extra Assistant Commissioner, 1st Class, to be Assistant Commissioner, 3rd Class.

Mr. Atmaram Bheekajee, Judicial Extra Assistant Commissioner, 3rd Class, to be Extra Assistant Commissioner, 1st Class.

Mr. Sreekishen Nurhur, Tehseeldar of Akolah, to be Judicial Extra Assistant Commissioner, 3rd Class.

The 10th September 1867.

No. 1531.

The Governor General in Council is pleased to permit Major W. Cadell, Commissioner, Hyderabad Assigned Districts, to resign his appointment in the Berar Commission.

Mr. A. C. Lyall, c. s., is appointed Commissioner of West Berar.

Major W. Nembhard (now on medical leave), to the Commissioner of East Berar.

Colonel James Stubbs, Deputy Commissioner, Ellichpoor, to officiate as Commissioner of East Berar until further orders, as a temporary arrangement.

Lieutenant H. C. A. Szczepanski, Assistant Commissioner, to officiate as Deputy Commissioner of Ellichpoor, till relieved by Colonel Stubbs.

No. 1534.

LEAVE.—Leave of absence for four days, from 14th to 18th August, is granted to Lieutenant F. M. Newberry, Assistant Commissioner in Oudh, in extension of the leave granted in G. O. No. 1229, dated 20th July.

The 12th September 1867.

No. 1544.

With reference to the Military Departments' Notification No. 370, dated 4th April last, publishing a revised scale of pay for the medical service, the Governor General in Council is pleased to sanction the following classification of the Civil Surgencies under the direct control of the Foreign Office:—

Civil Surgencies of the 1st Class:

Indore.		Rajpootana.
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Civil Surgencies of the 2nd Class:

Hyderabad.		Marwar.
Nipal.		* Jeypore.
Meywar.		Bhurtapore.

\* In this case, the order not to take effect during the present incumbent's term of office.

His Excellency in Council is further pleased to declare that the remuneration, payable to Military Medical Officers for the medical charge of the civil establishments at the undermentioned Stations, shall be Rupees 100 per mensem:—

Gwalior.		Deolee.
Nowgong.		* Bhopal (Sehore).

\* Bhopawur (Sirdarpore).

The scale of salaries above-noted will come into effect from the date of this order, but present incumbents will have the option of retaining the old rates, if more beneficial than those now ordered.

The 13th September 1867.

No. 1553.

APPOINTMENTS.—During the absence of the Hon'ble J. Strachey on Legislative duty, Mr. R. H. Davies will again officiate as Chief Commissioner of Oudh.

Colonel L. Barrow, c. b., Officiating Judicial Commissioner, will officiate as Financial Commissioner, retaining charge of the Office of Judicial Commissioner.

The above appointments will have effect from the afternoon of the 5th instant.

No. 1555.

APPOINTMENT.—Surgeon S. J. Wyndowe, of the Madras Medical Service, is appointed to be Residency Surgeon at Hyderabad.

W. MUIR,

Foreign Secretary.

\* The military pay, assignable to the Surgeons of the Bhopal Battalion and Malwa Bheel Corps, will be at the rate recently sanctioned for the charge of a Native Infantry Regiment of the Line.

## FINANCIAL DEPARTMENT.

## NOTIFICATIONS.

Simla, the 9th September 1867.

No. 2545.

The following Home Accounts of the Government of India for the year 1865-66, from 1st May 1865 to 30th April 1866, and an Estimated Account for the year 1866-67, from 1st May 1866 to 31st March 1867, together with other Statements connected therewith, are published for general information:—



No. 1. ... ..

## AN ACCOUNT of the RECEIPTS and DISBURSEMENTS of the HOME

RECEIPTS.							£.	s.	d.
Balance, 1st May 1865	...	...	...	...	...	...	3,914,891	10	9
India 5 per cent. Stock, sale proceeds	...	...	...	...	...	...	882,800	0	0
Amount received for Bills of Exchange on India	...	...	...	...	...	...	6,998,898	8	5
Bullion received from India (Gold), sale proceeds	...	...	...	...	...	...	159,857	14	2
MISCELLANEOUS HOME RECEIPTS:									
In reduction of Civil Charges:							£.	s.	d.
Interest realized from investment of Cash Balance, &c.	...	...	...	...	...	...	79,143	12	11
Fees, subscriptions to Widows' Funds, &c.	...	...	...	...	...	...	11,913	10	10
On account of maintenance of lunatics	...	...	...	...	...	...	283	5	7
The War Office, for first instalment of purchase money of Warley Barracks	...	...	...	...	...	...	15,000	0	0
Proceeds of sales of coals at the Indian Coal Depot at Suez	...	...	...	...	...	...	3,621	10	0
On account of stamps, fines, &c.	...	...	...	...	...	...	1,825	7	2
							111,787	6	6
In reduction of Military Charges:									
Amount repaid by the War Office in adjustment of accounts for the years 1861-62 to 1863-64, in connexion with Her Majesty's troops serving in India	...	...	...	...	...	...	24,618	10	0
Passage of Officers and Troops	...	...	...	...	...	...	1,961	10	7
							26,580	0	7
Amount received from Her Majesty's Treasury and other Public Departments:									138,367 7 1
In repayment of advances in India on account of the emigration of coolies							23,727	5	4
Do. of expenses of Madras troops employed at Labuan	...	...	...	...	...	...	9,085	14	1
Do. of pensions paid in India to out-pensioners of Chelsea Hospital	...	...	...	...	...	...	14,685	10	7
Do. of supplies to H. M.'s ships on the East India Station	...	...	...	...	...	...	59,066	6	11
									106,564 16 11
Miscellaneous receipts on account of India	...	...	...	...	...	...	78,053	4	6
Subscriptions on account of the Civil, Military, and other Provident Funds of India	...	...	...	...	...	...	61,774	6	2
Carried forward	...	...	...	...	...	...	12,341,207	8	0

THE GAZETTE OF INDIA, SEPTEMBER 14, 1867.

... .. No. 1.

TREASURY of the GOVERNMENT of India, from 1st May 1865 to 30th April 1866.

DISBURSEMENTS.			£.	s.	d.	£.	s.
East India Bonds paid off	...	...	...	...	...	28,700	0
CHARGES ON THE REVENUES OF INDIA:							
DEBT:			£.	s.	d.		
Dividends to Proprietors of East India Stock	...	...	629,970	1	6		
Interest on Loans contracted in England:		£. s. d.					
East India Bonds	...	153,900 9 7					
India 4 per cent. Debentures	...	194,720 0 0					
India 5 per cent. Stock	...	803,505 0 0					
India 4 per cent. Stock	...	97,640 0 0					
			1,249,765	9	7		
CIVIL CHARGES:						1,879,735	11 1
Home Establishment:							
Salaries of the Secretary of State, Under-Secretaries of State, Members of the Council of India, Secretaries and Officers of the Secretary of State for India in Council, Assistant Military Secretary to His Royal Highness the Field Marshal Commanding-in-Chief and Clerk, Assistant to Director of Transports at the Admiralty, and Members of the London Medical Board	...	119,600 6 7					
Auditor and Assistants, under Act 21 & 22 Vict., c. 106, s. 52	...	2,214 8 0					
Stores Department:							
Wages of Labourers, Cartage, Lighterage, Dock Dues, &c.	...	15,850 2 3					
Law charges	...	3,017 3 7					
Bank of England and Bank of Ireland for management of debt	...	10,390 7 11					
Postage of despatches to and from India	...	3,274 19 7					
Ganges Canal:—Cost of lithographing, &c., plans to accompany report	...	484 5 0					
Office Contingencies:							
Rent, rates, taxes, coals, gas, candles, furniture and repairs, books, printing, stationery, stamps, bookbinding, advertisements, postage, and various petty charges	...	24,732 18 8					
			179,564	11	7		
Amount paid under postal arrangement with the Lords of Her Majesty's Treasury	...	54,777 14 6					
Subsidy to the Euphrates and Tigris Steam Navigation Company on account of the mail service between Bussorah and Bagdad	...	2,400 0 0					
On account of Red Sea and India Telegraph	...	18,027 0 0					
„ Malta and Alexandria Telegraph...	...	627 7 11					
„ Mission to the Court of Persia	...	12,000 0 0					
„ Her Majesty's Establishments in China	...	18,735 12 9					
Pensions and retired allowances	...	221,008 19 4					
Compensation pensions to officers and petty officers, &c., of the Maritime Service of the East India Company	...	16,829 2 7					
Furlough and absentee allowances	...	77,586 12 6					
New India Office	...	68,415 0 0					
Purchase of land for improving the site of the India Office and the approaches thereto	...	22,822 13 10					
Carried forward	...	£. 692,794 15 0	1,879,735	11	1	28,700	0



## No. 1.—AN ACCOUNT of the RECEIPTS and DISBURSEMENTS of the HOME

	£.	s.	d.
Brought forward ...	12,341,207	8	0
RECEIPTS,— <i>continued.</i>			
Indian Railway and other Guaranteed Companies :			
Instalments of capital, &c., under their respective Deeds of Contract :	£.	s.	d.
Bombay, Baroda, and Central India Railway Company ...	379,878	10	0
Calcutta and South-Eastern Railway Company ' ...	60,170	0	0
Eastern Bengal Railway Company ...	176,450	0	0
East Indian Railway Company ...	899,542	0	0
Great Indian Peninsula Railway Company...	2,024,936	0	0
Great Southern of India Railway Company ...	119,500	0	0
Madras Railway Company ...	265,190	0	0
Scinde Railway Company (including Indus Flotilla, and Punjab and Delhi Railways) ...	155,085	0	0
Madras Irrigation and Canal Company ...	98,183	13	9
	4,178,935	3	9
Carried forward ...	£.	16,520,142	11 9

TREASURY of the GOVERNMENT of India, from 1st May 1865 to 30th April 1866,—*continued.*

	£.	s.	d.	£.	s.	d.	£.	s.	d.
Brought forward ... ..	692,794	15	0	1,879,735	11	1	28,700	0	0
<i>DISBURSEMENTS,—continued.</i>									
<i>CHARGES ON THE REVENUES OF INDIA,—continued.</i>									
<i>CIVIL CHARGES,—concluded.</i>									
East India Company, for expenses in respect of their capital stock and dividends ... ..	2,839	18	0						
Poplar Fund, pensions and expenses of hospital ... ..	3,750	12	2						
Annual donation to Bengal Civil Fund ... ..	2,500	0	0						
Gratuities, subscriptions to charities, and relief to distressed Natives of India ... ..	1,445	0	11						
Gratuities to families of Officers killed in action ... ..	357	15	10						
Maintenance of lunatics from India ... ..	7,899	14	0						
Transport of convicts from India to Western Australia... ..	537	18	7						
Passage and outfit of the Governor of Madras, the Commander-in-Chief at Bombay, Puisne Judge of the High Court of Judicature at Calcutta, Puisne Judge of the High Court of Judicature at Bombay, Puisne Judge of the High Court of Judicature in the North-Western Provinces, Chaplains, Professors, Schoolmasters, Civil Engineers, &c. ... ..	11,101	17	3						
Examination expenses and allowances of candidates for the Civil Service of India, and Civil Engineers ... ..	8,360	6	9						
Expenses on account of officers acquiring scientific knowledge ... ..	320	0	3						
Agents at the outports and abroad, salaries and expenses ... ..	2,447	17	10						
Expenses in connexion with the introduction of Cinchona plants into India ... ..	616	8	0						
Medals ... ..	183	8	5						
Indian Law Commission ... ..	3,000	0	0						
Indian Accounts Commission ... ..	1,034	12	11						
Expenses connected with the extension of the Order of the "Star of India" ... ..	5,633	16	6						
Gratuities granted in lieu of pensions to members of the Uncovenanted Service of India ... ..	3,535	0	0						
Allowances to officers for special services, expenses of Royal Commission of Inquiry to consider memorials of Indian officers, fees for the preparation of new letters patent for the High Courts of Judicature in India, &c. ... ..	2,964	3	6						
<b>MILITARY CHARGES:</b>									
<i>Effective.</i>	£.	s.	d.						
Cost of education of officers and cadets at Chatham and Sandhurst... ..	9,790	10	0						
Cost of education, and pay of assistant surgeons at Netley, and allowances and passage to India on appointment ... ..	9,157	3	10						
Passage of officers and troops... ..	280,416	9	5						
The Imperial Government for troops serving in India ... ..	645,000	0	0						
Furlough allowances ... ..	199,031	18	4						
On account of contracts for construction of Indian troop transports ... ..	177,020	18	9						
Miscellaneous .. ..	30	0	0						
				1,320,447	0	4			
<i>Non-effective.</i>									
The Imperial Government on account of retired pay, &c., of troops serving or having served in India (Act 25 and 26 Vict., c. 27) ... ..	222,500	0	0						
Retired pay, including colonels' allowances ... ..	761,021	1	8						
Pensions, Lord Clive's Fund ... ..	125,493	10	2						
				1,109,014	11	10			
							2,429,461	12	2
							5,060,520	9	2
Carried forward ... ..							5,089,220	9	2



## No. 1.—AN ACCOUNT of the RECEIPTS and DISBURSEMENTS of the HOME

	£.	s.	d.
Brought forward ... ..	16,520,142	11	9
RECEIPTS,—concluded.			

£.	16,520,142	11	9
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TREASURY of the GOVERNMENT of India, from 1st May 1865 to 30th April 1866,—continued.

	£.	s.	d.		£.	s.	d.
Brought forward	...	...	...	5,089,220	9	2	
DISBURSEMENTS,—continued.							
MARINE CHARGES:							
	£.	s.	d.	£.	s.	d.	
Furlough and absentee allowances	...	...	...	1,855	15	4	
Pensions and retired allowances	...	...	...	56,742	11	11	
Commutation of pensions of officers of the late Indian Navy	...	...	...	308	6	9	
Passage from India of officers of the late Indian Navy on abolition of that service	...	...	...	125	0	0	
				59,031	14	0	
				59,031	14	0	
PAYMENTS IN ENGLAND INCLUDED AS CHARGES IN THE INDIAN ESTIMATES AND ACCOUNTS:							
	£.	s.	d.	£.	s.	d.	
Military and other stores	...	...	...	1,256,380	17	5	
On account of contract for constructing Carwar (Seda-shegar) Pier	...	...	...	780	0	0	
Ditto for constructing Madras Pier	...	...	...	868	0	0	
Ditto for supply of machinery for Alipore Gaol	...	...	...	4,060	12	0	
Freight of stores	...	...	...	19,450	19	8	
				1,281,540	9	1	
Dividends on the Indian Transfer Loan	...	...	...	70,024	13	6	
Guaranteed Interest on the Capital of Railway and other Companies under their respective Deeds of Contract, including Interest on Debenture Bonds:	£.	s.	d.				
Bombay, Baroda, and Central India Railway Company	267,085	2	1				
Calcutta and South-Eastern Railway Company	22,342	1	7				
Eastern Bengal Railway Company	81,296	4	1				
East Indian Railway Company	1,185,555	7	0				
Great Indian Peninsula Railway Company	613,226	18	1				
Great Southern of India Railway Company	43,364	4	11				
Madras Railway Company	377,528	3	9				
Scinde Railway Company (including Indus Flotilla and Punjab and Delhi Railways)	263,847	15	0				
Madras Irrigation and Canal Company	43,602	18	3				
				2,897,848	14	9	
MISCELLANEOUS:							
Interest of India debt paid by bills on London	1,192	1	10				
Purchase of horses and sheep	9,435	14	10				
Burmah and Persian donation batta	255	4	0				
Payments to His Highness Maharajah Duleep Sing	20,600	0	0				
Annuities of the Madras Civil Fund of 1818	3,400	0	0				
Amount of bills drawn from Persia for disbursements on account of the Government of India	13,514	0	0				
The Imperial Government, in settlement of the accounts of the Persian Expedition	10,933	13	3				
Indo-European Telegraph	13,751	10	9				
Payments on account of the sons of the Nawab Nazim of Bengal while in this country	5,777	10	0				
Advances on account of Indian pay, &c.	12,260	14	8				
				91,120	9	4	
				4,340,534	6	8	
Carried forward	...	...	£.	9,488,786	9	10	



[illegible]

India Audit Office, 19th February 1867.

TREASURY of the GOVERNMENT of *India*, from 1st May 1865 to 30th April 1866,—concluded.

	£.	s.	d.
Brought forward ... ..	9,488,786	9	10
<b>DISBURSEMENTS,—concluded.</b>			
<b>DISBURSEMENTS IN ENGLAND IN RESPECT OF SUMS RECEIVED OR RECOVERABLE IN INDIA:</b>			
	£.	s.	d.
Advances to the Civil, Military, and other Provident Funds of India ...	575,573	8	6
Annuities paid in England chargeable to the Indian Civil Annuity Funds...	251,222	8	5
Her Majesty's Post-master General, on account of postage collected in India	35,770	13	4
Family remittances, remittances by Administrators General, soldiers' deposits, &c. ... ..	281,642	5	8
Prize money ... ..	64,939	17	7
	1,209,148	13	6
<b>Indian Railway and other Guaranteed Companies, on account of Stores, Establishment Charges, &amp;c.:</b>			
	£.	s.	d.
Bombay, Baroda, and Central India Railway Company ... ..	384,755	10	7
Calcutta and South-Eastern Railway Company ... ..	58,417	13	10
Eastern Bengal Railway Company ... ..	53,801	19	0
East Indian Railway Company ... ..	750,653	9	2
Great Indian Peninsula Railway Company ... ..	555,145	2	6
Great Southern of India Railway Company ... ..	192,893	9	4
Madras Railway Company ... ..	430,513	11	3
Scinde Railway Company (including Indus Flotilla, and Punjab and Delhi Railways) ... ..	572,145	9	3
Madras Irrigation and Canal Company ... ..	5,100	6	7
	3,003,426	11	6
	13,701,361	14	10
Balance on 30th April 1866 ... ..	2,818,780	16	11
	£. 16,520,142	11	9

William G. Goodliffe, Accountant General.

of India from 1st May 1865 to 30th April 1866, I beg to report, in terms of the 52nd section of the 21 and officers of the Right Honourable the Secretary of State for India in Council, have been duly accounted

G. J. Jameson, Major-General,  
Auditor.





... No. 2.

TREASURY of the GOVERNMENT of *India*, from 1st May 1866 to 31st March 1867.

DISBURSEMENTS.				£.
India 4 per cent. debentures paid off ...	...	...	...	90,000
Loan to India Branch Railway Company ...	...	...	...	60,000
CHARGES ON THE REVENUES OF INDIA:				
DEBT:				
Dividends to Proprietors of East India Stock ...	...	...	...	£. 629,970
Interest on Loans contracted in England:	£.			
East India Bonds ...	176,683			
India Debentures ...	222,285			
India 5 per cent. Stock ...	833,505			
India 4 per cent. Stock ...	48,820			
Temporary Loans ...	25,000			
		1,306,293		
CIVIL CHARGES:				1,936,263
Home Establishment:				
Salaries of the Secretary of State, Under-Secretaries of State, Members of the Council of India, Secretaries and Officers of the Secretary of State for India in Council, Assistant Military Secretary to His Royal Highness the Field Marshal Commanding-in-Chief and Clerk, Assistant to Director of Transports at the Admiralty, and Members of the London Medical Board...	122,141			
Auditor and Assistants under Act 21 & 22 Vict., c. 106, s. 52	2,269			
Stores Department:—Wages of Labourers, Cartage, Light-erage, Dock Dues, &c. ...	19,954			
Law charges ...	3,489			
Bank of England and Bank of Ireland for management of debt	10,769			
Postage of despatches to and from India ...	4,475			
Office Contingencies:				
Rent, rates, taxes, coals, gas, candles, furniture and repairs, books, maps and charts, printing, stationery, stamps, book-binding, advertisements, postage, and various petty charges ...	24,671			
		187,768		
Amount paid under postal arrangement with the Lords of Her Majesty's Treasury ...	42,174			
Subsidy to the Euphrates and Tigris Steam Navigation Company on account of the mail service between Bussorah and Bagdad ...	4,200			
On account of Red Sea and India Telegraph ...	18,027			
Ditto Malta and Alexandria Telegraph ...	209			
Ditto Mission to the Court of Persia ...	9,000			
Ditto Her Majesty's Establishments in China ...	19,809			
Pensions and retired allowances ...	199,513			
Compensation pensions to Officers and petty Officers, &c., of the Maritime Service of the East India Company ...	13,536			
Furlough and absentee allowances ...	79,305			
New India Office ...	82,000			
Purchase of land for improving the site of the India Office and the approaches thereto ...	43,825			
East India Company, for expenses in respect of their capital stock and dividends ...	2,640			
Poplar Fund pensions ...	3,021			
Annual donation to Bengal Civil Fund ...	2,500			
Gratuities, subscriptions to charities, and relief to distressed Natives of India	936			
Carried forward ...	£. 708,463	1,936,263		150,000



## No. 2.—AN ACCOUNT of the RECEIPTS and DISBURSEMENTS of the HOME

	£.
Brought forward ... ..	12,450,575
RECEIPTS,—continued.	
Indian Railway and other Guaranteed Companies :	
Instalments of capital, &c., under their respective Deeds of Contract :	£.
Bombay, Baroda, and Central India Railway Company ... ..	818,713
Calcutta and South-Eastern Railway Company ... ..	3,230
Eastern Bengal Railway Company ... ..	278,620
East Indian Railway Company ... ..	1,988,201
Great Indian Peninsula Railway Company ... ..	1,995,296
Great Southern of India Railway Company ... ..	97,200
Madras Railway Company ... ..	667,455
Scinde Railway Company (including Indus Flotilla, and Punjab and Delhi Railways) ... ..	894,981
Madras Irrigation and Canal Company ... ..	42,059
	6,780,755
Carried forward ... ..	£. 19,231,330

TREASURY of the GOVERNMENT of India, from 1st May 1866 to 31st March 1867,—continued.

	£.	£.	£.
Brought forward ...	708,463	1,936,263	150,000
DISBURSEMENTS,—continued.			
CHARGES ON THE REVENUES OF INDIA,—continued.			
CIVIL CHARGES,—concluded.			
Gratuities to families of officers killed in action ...	100		
Maintenance of lunatics from India ...	7,762		
Passage and outfit of the Governor of Bombay, the Bishop of Calcutta, the Recorder of Prince of Wales' Island, Chaplains, Professors, Schoolmasters, Civil Engineers, &c. ...	9,043		
Examination expenses and allowances of candidates for the Civil Service of India, the Indian Telegraph Department, and Civil Engineers ...	13,460		
Expenses on account of officers acquiring scientific knowledge ...	426		
Agents at the outports and abroad, salaries and expenses ...	1,483		
Expenses in connection with the introduction of Cinchona plants into India ...	859		
Medals ...	61		
Indian Law Commission ...	3,012		
Expenses connected with the extension of the Order of the "Star of India" ...	5,618		
Gratuities granted in lieu of pensions to members of the Uncovenanted Service of India ...	240		
Allowances to officers for special services, cost of, and expenses incurred in placing monument to the late Sir James Outram in Westminster Abbey, &c. ...	3,060		
		753,587	
MILITARY CHARGES:			
<i>Effective.</i>			
	£.		
Cost of education of officers and cadets at Chatham and Sandhurst ...	9,219		
Cost of education and pay of assistant surgeons at Netley, and allowances and passage to India on appointment ...	9,891		
Passage of officers and troops ...	272,901		
The Imperial Government for troops serving in India ...	675,000		
Furlough allowances ...	218,615		
On account of contracts for construction of Indian Troop Transports ...	569,626		
India Overland Troop Transport Service ...	3,885		
		1,759,137	
<i>Non-Effective.</i>			
The Imperial Government on account of retired pay, &c., of troops serving, or having served, in India (Act 25 & 26 Vict., c. 27) ...	210,000		
Retired pay including Colonels' allowances ...	747,262		
Pensions, Lord Clive's Fund ...	91,583		
		1,048,845	
			2,807,982
MARINE CHARGES.			
Furlough and absentee allowances ...	1,807		
Pensions and retired allowances ...	53,726		
Commutation of pensions of officers of the late Indian Navy ...	580		
		56,113	
			5,553,945
Carried forward ...		£.	5,703,945



No. 2.—AN ESTIMATED ACCOUNT of the RECEIPTS and DISBURSEMENTS of the HOME

		£.	19,231,330
	Brought forward	...	19,231,330
RECEIPTS,—concluded.			
		£.	19,231,330

TREASURY of the GOVERNMENT of India, from 1st May 1866 to 31st March 1867,—concluded.

DISBURSEMENTS,—concluded.		Brought forward	£.
		...	5,703,945
PAYMENTS IN ENGLAND INCLUDED AS CHARGES IN THE INDIAN ESTIMATES AND ACCOUNTS:			
Military and other stores	£.	£.	
On account of contract for constructing Carwar (Sedashagar) Pier	1,114,371	243	
Ditto for supply of machinery for Alipore Gaol	8,121		
Freight of stores	34,643		
		1,157,378	
Dividends on the Indian Transfer Loan		33,490	
Guaranteed Interest on the Capital of Railway and other Companies, under their respective Deeds of Contract, including Interest on Debenture Bonds:			
Bombay, Baroda, and Central India Railway Company	285,785		
Calcutta and South-Eastern Railway Company	23,473		
Eastern Bengal Railway Company	74,321		
East Indian Railway Company	1,212,158		
Great Indian Peninsula Railway Company	700,232		
Great Southern of India Railway Company	46,339		
Madras Railway Company	388,459		
Scinde Railway Company (including Indus Flotilla and Punjab and Delhi Railways)	265,074		
Madras Irrigation and Canal Company	47,838		
		3,043,679	
Miscellaneous:			
Interest of India debt paid by Bills on London	1,021		
Purchase of horses and sheep	7,494		
Burmah and Persian donation batta	53		
Payments to His Highness Maharajah Duleep Sing	33,167		
Annuities of the Madras Civil Fund of 1818	2,259		
Amount of bills drawn from Persia for disbursements on account of the Government of India	12,862		
Indo-European Telegraph	9,970		
Kurrachee Harbour engineering expenses	679		
Godavery Navigation Works, expenses in connexion therewith	118		
Purchase by the Bombay Government of two vessels of the late Anglo-Chinese squadron, and stores	11,882		
Advances on account of Indian pay, &c.	10,117		
		89,622	
			4,324,169
DISBURSEMENTS IN ENGLAND IN RESPECT OF SUMS RECEIVED OR RECOVERABLE IN INDIA:			
Advances to the Civil, Military, and other Provident Funds of India	497,867		
Annuities paid in England chargeable to the Indian Civil Annuity Funds	244,578		
Her Majesty's Post-master General, on account of postage collected in India	47,436		
Family remittances, remittances by Administrators General, Soldiers' deposits, &c.	283,228		
Prize money	57,999		
			1,131,108
Indian Railway and other Guaranteed Companies, on account of Stores, Establishment charges &c.:			
Bombay, Baroda, and Central India Railway Company	346,472		
Calcutta and South-Eastern Railway Company	89,394		
Eastern Bengal Railway Company	186,889		
East Indian Railway Company	1,044,841		
Great Indian Peninsula Railway Company	967,040		
Great Southern of India Railway Company	95,781		
Madras Railway Company	334,665		
Scinde Railway Company (including Indus Flotilla and Punjab and Delhi Railways)	902,658		
Madras Irrigation and Canal Company	5,589		
		3,973,329	
			15,132,551
Balance on 31st March 1867			4,098,779
		£.	19,231,333



## No. 3.

AN ACCOUNT of the DEBTS and CREDITS in *England* of the GOVERNMENT of *India*, on the 1st April 1867.

DEBTS.		£.	£.
East India Bonds:			
Bonds bearing interest at 5 per cent. per annum ... ..		4,000,000	
Bonds not bearing interest ... ..		20,917	
		4,020,917	
Bonds issued as security for temporary loans to the like amount ... ..		1,000,000	5,020,917
Five per Cent. Debenture Loan, capital of the loan ... ..			4,998,000
Five per Cent. Stock, capital of the stock ... ..			17,100,000
Four per Cent. Stock ditto ditto ... ..			2,441,000
Dividends on the capital stock of the East India Company unclaimed ... ..			10,991
Amount owing for export stores and miscellaneous claims ... ..			65,615
Imperial Government: War Office claims ... ..			120,000
Unclaimed prize-money, applicable to Lord Clive's Fund (Acts 1 & 2 Geo. 4, c. 61; and 9 Geo. 4, c. 50) ... ..			48,146
		£.	
Poplar Fund, including unclaimed wages of seamen, &c. ... ..		219,485	
Unclaimed prize-money, applicable to Poplar Fund (Acts 1 & 2 Geo. 4, c. 61; and 9 Geo. 4, c. 50) ... ..		27,450	
			246,935
Bills of exchange from India, unpaid ... ..			1,643
		£.	30,053,247
CREDITS.		£.	£.
Cash ... ..			4,098,779
Military and other public stores remaining unshipped ... ..			72,372
Computed value of Buildings and Lands, viz.,—		£.	
Warley Barracks, near Brentwood, Essex (residue of purchase money payable by the War Office) ... ..		30,000	
Store warehouse, Belvedere-road, Lambeth ... ..		60,000	
New India Office ... ..		360,000	
Land for improving the site of the India Office and the approaches thereto ... ..		70,000	
			520,000
Indian Railway and other Guaranteed Companies: Amount due by the undermentioned Companies on Capital Account for payments in excess of receipts in England and in India (partly estimated):			
Scinde Railway Company (including Indus Flotilla and Punjab and Delhi Railways)		950,523	
Bombay, Baroda, and Central India Railway Company ... ..		439,948	
Calcutta and South-Eastern Railway Company ... ..		150,944	
Great Southern of India Railway Company ... ..		213,515	
		1,754,930	
Deduct—Amount due to the undermentioned Companies on Capital Account for receipts in excess of payments in England and in India (partly estimated):			
East Indian Railway Company ... ..		£ 158,201	
Madras Railway Company ... ..		„ 177,402	
Great Indian Peninsula Railway Company ... ..		„ 718,049	
Eastern Bengal Railway Company ... ..		„ 23,530	
Madras Irrigation and Canal Company ... ..		„ 10,674	
		1,087,856	
			667,074
Indian Railways, &c.: amount of interest paid in England and in India on capital of Railway and other Guaranteed Companies, under their respective deeds of contract, deducting therefrom the amount received in India (partly estimated) applicable to the repayment of such interest ... ..			11,520,668
		£.	16,878,893
Brought down, amount of Debts ... ..	£ 30,053,247		
Ditto ditto Credits ... ..	„ 16,878,893		
Debts in excess ... ..	£13,174,354		

The above, on the one hand, is exclusive of the amount owing to Proprietors of India Stock for their Capital; and on the other hand, of the Guarantee or Security Fund, formed under the provisions of the Act 3 & 4 Will. 4, c. 85.

## No. 4.

A LIST of the ESTABLISHMENT of the SECRETARY of STATE in COUNCIL of *India*, and the SALARIES and ALLOWANCES payable in respect thereof, on 1st April 1867.

	Number.	Salaries and Allowances.		
		£.	s.	d.
Secretary of State, Under-Secretaries of State, Assistant Under-Secretary of State, and Members of Council ... ..	19	28,450	0	0
Correspondence Department: consisting of eighty-nine officers and clerks ... ..	89	46,186	0	0
Accountant-General's Department: consisting of twenty-six officers and clerks ... ..	26	12,353	0	0
Director-General of Stores Department: consisting of twenty-eight officers and clerks, and twenty-one examiners and assistant examiners of stores ... ..	49	14,757	0	0
India Military Funds Department: consisting of nine officers and clerks ... ..	9	2,240	0	0
Official Director of Indian Railway Companies, Standing Consul, Solicitor, Clerk of the Works and Draftsman, Geographer, Librarian and Clerk, Reporter of the Products of India and Clerk, Keeper of the Museum and Assistant, and two Members of Medical Board ... ..	14	8,210	0	0
Office-keepers, hall porters, and messengers ... ..	51	5,775	0	0
Superintendent of charwomen, and seven charwomen ... ..	8	370	0	0
Portion of the former establishment of the Board of Control, retained at the office in Cannon Row, in charge of records and papers, consisting of one officer and one clerk, messengers, house-keeper, and female servants ... ..	8	976	0	0
	273	119,317	0	0
Labourers in the Department of the Director-General of Stores ... ..	140	8,626	16	0
	413	127,943	16	0
Allowances payable to clerks, messengers, charwomen, and labourers temporarily employed ... ..	...	3,775	12	0

## No. 5.

AN ACCOUNT of new or increased SALARIES, ESTABLISHMENTS, or PENSIONS, granted, or created in *Great Britain*, between 1st May 1866 and 31st March 1867.

SALARIES.		AMOUNT PER ANNUM.
		£ s. d.
Mr. T. L. Secombe, Secretary in the Financial Department, personal allowance	...	200 0 0
Major-General T. T. Pears, c. B., Secretary for Military correspondence, ditto	...	200 0 0
Hon'ble G. C. Talbot, Director-General of Stores, ditto	...	200 0 0
Major-General M. F. Willoughby, c. B., Inspector of Stores, ditto	...	200 0 0
Mr. C. R. Markham, senior clerk, Public Works Department, ditto	...	150 0 0
Mr. W. Fidler, junior clerk, Political and Secret Department, ditto	...	100 0 0
Assistant Inspector of Stores, £650 in lieu of former salary of £500	...	150 0 0
Assistant to Supervisor of Stamps and Copper Coinage of India (in lieu of former salary of £100 per annum, with an allowance of overtime for 9d. an hour)	...	160% to 220%, by an annual rise of 10%.
ESTABLISHMENTS.		
Correspondence Department:		
One senior clerk...	...	500% to 700%, by an annual rise of 20%.
One Ditto (extra)	...	On a fixed salary of 500%.
Three junior clerks (two of whom were previously copying clerks; the number of the latter being now reduced from 14 to 12)	...	100% to 450%, by an annual rise of 16%.



## AN ACCOUNT of new or increased SALARIES, ESTABLISHMENTS, PENSIONS, &amp;c.,—concluded.

ESTABLISHMENTS,—concluded.										AMOUNT PER ANNUM.
Department of the Director-General of Stores:										
One senior clerk...	...	...	...	...	...	...	...	...	...	500 <i>l.</i> to 650 <i>l.</i> , by an annual rise of 20 <i>l.</i>
Two junior clerks, 1st section (the office of accountant abolished)	...	...	...	...	...	...	...	...	...	320 <i>l.</i> to 480 <i>l.</i> , by an annual rise of 15 <i>l.</i>
Six junior clerks, 2nd section	...	...	...	...	...	...	...	...	...	100 <i>l.</i> to 300 <i>l.</i> , by an annual rise of 10 <i>l.</i>
Two examiners of cloth	...	...	...	...	...	...	...	...	...	Each 250 <i>l.</i> , rising, on report of Director General, to 300 <i>l.</i>
Ten examiners of other denominations	...	...	...	...	...	...	...	...	...	Each 150 <i>l.</i> , rising, on report of Director General, to 300 <i>l.</i>
Seven assistant examiners	...	...	...	...	...	...	...	...	...	Each 120 <i>l.</i> , rising on report of Director General, to 150 <i>l.</i>
In lieu of seven examiners of stores, each 120 <i>l.</i> , rising, on the report of the Director-General, to 300 <i>l.</i> ; and six assistant examiners, each 120 <i>l.</i> , rising, on the report of the Director-General, to 150 <i>l.</i>										
Military Funds Department:										
Director of Military Funds, and Chairman of Consulting Committee	...	...	...	...	...	...	...	...	...	No salary—office being at present held by the Financial Secretary.
Deputy Director of Military Funds	...	...	...	...	...	...	...	...	...	800 <i>l.</i>
Four Members of Consulting Committee	...	...	...	...	...	...	...	...	...	Two at 250 <i>l.</i> each.
Two senior book-keepers	...	...	...	...	...	...	...	...	...	Two at 200 <i>l.</i> each.
One junior book-keeper	...	...	...	...	...	...	...	...	...	Each 150 <i>l.</i> to 250 <i>l.</i> , by a triennial rise of 20 <i>l.</i>
One ditto	...	...	...	...	...	...	...	...	...	130 <i>l.</i> to 200 <i>l.</i> , by a triennial rise of 20 <i>l.</i>
PENSIONS.										
Mrs. Louisa Ann Garstin, in consideration of her distressed circumstances, owing to the death of her son, Major W. T. Garstin, through ill health contracted on service in the Bhotan Campaign										£. s. d.
Alfred Dobson, late marine apprentice, Indian Navy; amount of subsistence allowance previously drawn by him, continued as pension, in consideration of the impaired state of his health										50 0 0
Lieutenant E. A. Vine, a special compassionate allowance										12 3 4
Mrs. Charlotte Bower, and Mrs. Maria Nicholetts, in consideration of the eminent services of their late father, Major-General Sir W. Nott, G. C. B., each 100 <i>l.</i>										35 0 0
Frederick Tonks, formerly a messenger in the India Office, a compassionate allowance										200 0 0
										24 0 0
										£. 321 3 4

## No. 6.

ALLOWANCES, COMPENSATIONS, and SUPERANNUATIONS, granted between the 1st May 1866 and 31st March 1867, under Act 21 & 22 Vict., c. 106.

NAME.	OFFICE.	Period of Service.	Age.	Salary and Allowances.	Annual Pension.
		Years.	Years.	£. s. d.	£. s. d.
Mr. A. S. Flinders	Junior clerk, Correspondence Department	11	33	374 0 0	160 0 0
Mr. T. Tonks	Hall porter	40	71	127 0 0	95 5 0
				£.	255 5 0

## No. 7.

COMPENSATIONS granted to the families of DECEASED OFFICERS of the East India Company's late Maritime Service, in the form of Annuities, under Act 3 & 4 Will. 4, c. 85.

NAME.	Date of Grant.	Annual Pension.			
		£.	s.	d.	
Mrs. Mary Knight Curtis, widow of a third mate	14th March 1867	40	0	0	During widowhood.

INDIA OFFICE,  
The 22nd April 1867. }

WILLIAM G. GOODLIFFE,  
Accountant General.

The 10th September 1867.

No. 2568.

Mr. T. G. Trevor, Officiating Assistant Commissioner of Paper Currency, Madras, is allowed six months' leave to England on urgent private affairs.

The 13th September 1867.

No. 2588.

Mr. G. W. Kellner assumed charge of the appointment of Inspector of local Offices of Account on the 28th July 1867.

No. 2650.

Statement of the amount of Government Currency Notes in circulation, of the amount of Coin and Bullion reserve, and Government Securities held by the Department of Issue of Paper Currency :—

Date of Returns.	Circles of Issue.	Notes in circulation.	Silver Coin reserve.	Gold Bullion reserve.	Silver Bullion reserve.	Government Securities held in Calcutta.	Notes of other Circles.
1867.		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
31st Aug. ...	Calcutta Circle ...	2,70,40,880	86,08,187	1,47,495	27,61,718	1,23,87,670	26,35,810
Ditto ...	Allahabad Branch Circle ...	48,00,710	36,96,709	.....	.....	11,03,291	710
Ditto ...	Lahore ditto ditto ...	33,26,640	26,20,503	.....	.....	7,00,037	6,100
Ditto ...	Nagpore ditto ditto ...	85,78,940	80,31,038	.....	.....	5,47,902	
Ditto ...	Madras Circle ...	55,19,870	23,67,886	.....	.....	27,28,404	4,23,580
Ditto ...	Calicut Branch Circle ...	6,87,410	5,87,351	.....	.....	1,00,059	
Ditto ...	Trichinopoly ditto ditto ...	4,31,120	3,31,061	.....	.....	1,00,059	
Ditto ...	Vizagapatam ditto ditto ...	3,13,110	2,13,051	.....	.....	1,00,059	
Ditto ...	Bombay Circle ...	4,81,96,610	2,34,85,899	.....	70,02,000	1,37,52,961	39,55,750
Ditto ...	Kurrachee Branch Circle...	19,89,420	14,89,314	.....	.....	5,00,106	
	DEDUCT—	10,08,84,710					70,21,950
	Notes of other Circles cashed at Calcutta, Madras, Bombay, Allahabad, and Lahore	70,21,950					
	Total ...	9,38,62,760	5,14,30,999	1,47,495	97,63,718	3,25,20,548	

CALCUTTA,  
DEPT. OF ISSUE OF PAPER CURRENCY ;  
The 5th September 1867. }

(Signed) J. F. SHEKLETON,  
Offg. Head Commissioner of Paper Currency.

Published by Order of the Governor General in Council,

E. H. LUSHINGTON,  
Secy. to the Govt. of India.



## MILITARY DEPARTMENT.

*Simla, the 10th September 1867.*

No. 873 of 1867.—The undermentioned Officer has reported his departure on the date specified:—

Surgeon J. H. Loch, M. D., of } Orissa, 9th July  
the Medical Department, } 1867, from  
G. G. O. No. 609 of 1867 } Bombay.

No. 874 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment:—

## PUNJAB FRONTIER FORCE.

*5th Cavalry.*

Lieutenant F. S. Carr, of the General List, Infantry, 2nd Squadron Subaltern, to be 1st Squadron Subaltern, *vice* Lieutenant Scott, who has been permitted to resign his appointment.

No. 875 of 1867.—His Excellency the Governor General in Council is pleased to make the following appointment on the Brigade Staff of the Army:—

Brigadier-General G. J. L. Buchanan, of the Royal Artillery, temporarily employed on the Brigade Staff, is brought permanently on the Establishment, in succession to Brigadier-General P. Hill, C. B., who vacates on the departure of his battalion for England.

No. 876 of 1867.—His Excellency the Commander-in-Chief in India, and the Governments of Madras and Bombay, are requested to give the requisite orders for due attention being paid to the revised Table of Salutes to be given to the Native Princes and Chiefs of India, published in Foreign Department Notification (Political) No. 897, dated 6th September 1867.

No. 877 of 1867.—The services of Veterinary Surgeon H. Dawson, attached to the Kurnaul Stud Depôt, are placed at the disposal of His Excellency the Commander-in-Chief.

No. 878 of 1867.—The undermentioned Officers are permitted to proceed to Europe on leave of absence on sick certificate:—

Captain John George Campbell, }  
of the late 15th Regiment, }  
Native Infantry ... .. } For twenty  
Lieutenant Henry Scoley } months, under  
Moules, General List, Infantry } the new Re-  
gulations.

No. 879 of 1867.—Sub-Conductor Samuel Jackson, of the Army Commissariat Department, having been declared by a Medical Committee to be unfit for further active service, is transferred to the Pension Establishment with permission to reside and draw his stipend in India.

This cancels G. G. O. No. 665 of the 26th June 1867, admitting Sub-Conductor Jackson to pension as Sergeant.

No. 880 of 1867.—The undermentioned Warrant Officer is admitted to pension as specified opposite to his name:—

Conductor Daniel Flynn, late Barrack-master of Darjeeling	{ 2s. 6d. (two shil- lings sixpence) per diem, as Sergeant- Major, payable in India.
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No. 881 of 1867.—The leave of absence to visit Simla for six months on medical certificate, granted to Captain M. C. Perreau, of the Bengal Staff Corps, Assistant Examiner of Commissariat Ac-

No. 193, dated 20th February 1867. counts, in Govern-  
„ 413, dated 11th April 1867. ment General  
Orders noted in the  
margin, is extended to the 28th August 1867.

*The 12th September 1867.*

No. 882 of 1867.—The following order, issued by the Government of Bombay, is confirmed:—

No. 501 of the 21st August 1867.—Granting leave of absence to Europe on medical certificate to the undermentioned Officer:—

Assistant Apothecary George William Hassard, of the Sub- ordinate Medical Depart- ment ... ..	{ For eighteen months.
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No. 883 of 1867.—The undermentioned Soldier of Her Majesty's service is permitted to reside and draw his pay in India, as an out-pensioner of Chelsea Hospital, in accordance with the Royal Warrant of the 23rd July 1864, pending a reference to the Home authorities as to the amount of his pension:—

Trumpeter Thomas Law, C. Battery, F. Brigade, Royal Horse Artillery.

No. 884 of 1867.—The undermentioned Officer is permitted to proceed to Europe on furlough on private affairs:—

Lieutenant Ashton Milnes Brandreth, of the Royal En- gineers, Executive Engineer, Bridges and Branch Roads, Umballa, Department of Public Works, Punjab ...	{ For two years, under the new Regulations.
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No. 885 of 1867—*Errata*.—In G. G. O. No. 553 of 1867, 12th (Kelat-i-Ghilzie) N. 1,—

For Lall Mohomed, pensioned as Subadar, read pensioned as Havildar.

In G. G. O. No. 705 of 1867, B. 19th, R. A.,—  
For Bullock-driver Laitoo, read Bullock-driver Saitoo;

For Bhistee Mamed, read Bhistee Ummad.

In G. G. O. No. 772 of 1867, 5th Goorkha Regiment,—

For Jemadar Cheemoo, read Jemadar Chamoo;

For Havildar Jummon Sing, read Havildar Jummun Sing;

For Naick Hastbeer, read Naick Hustbeer;

For Naick Kishna Kuttuck, read Naick Kishna Kuttait;

For Sepoy Dhumnoo, read Sepoy Dhunnoo.

No. 886 of 1867.—Lieutenant-Colonel Octavius Hamilton, of the Bengal Staff Corps, Pay-master, Meerut Circle, is allowed leave of absence from the 19th August to the 31st October 1867, to remain at Simla on medical certificate in extension of privilege leave.

The 13th September 1867.

No. 887 of 1867.—Captain W. B. Barwell, of the Bengal Staff Corps, Officiating Sub-Assistant Commissary General, has been allowed leave of absence from the 13th July to the 1st November 1867, to visit Nynsee Tal on medical certificate.

No. 888 of 1867.—The undermentioned Officers of the Bengal Staff Corps, having completed twenty years' service, are promoted to the rank of Major, from the date specified, under the provisions of

G. G. O. No. 808 of the 26th September 1866, subject to Her Majesty's approval:—

Captain (Bt. Major) Robert Hope Moncrieff Aitken, v. c.,	} 2nd September 1867.
Captain Edward Holmes Scott,	
Captain Calvert Daw Stanley	
Clarke, ... ..	

No. 889 of 1867.—The undermentioned Officers of the Bengal Staff Corps, having completed twelve years' service, are promoted to the rank of Captain, from the dates specified, under the provisions of G. G. O. No. 808 of the 26th September 1866, subject to Her Majesty's approval:—

Lieutenant Charles Forbes	} 2nd September 1867.
Battye	
Lieutenant Robert Byng	} 4th September 1867.
Patricia Price Campbell	

No. 890 of 1867.—The following promotions are made, subject to Her Majesty's approval:—

Corps.	Rank and Names.	To what rank promoted.	From what date.	In whose room.
Infantry ...	Major (Brevet Lieutenant-Colonel) Edwin Thomas	Lieut.-Col. ...	} 20th June 1867 ...	{ Lieutenant-Colonel A. S. O. Donaldson, Infantry, retired.
Cadre of the late 3rd E. R.	Captain (Lieutenant-Colonel in Staff Corps) Charles Bazil Gibbins Bacon	Major ...		
	Lieutenant Henry George Saunders (Staff Corps)	Captain ...		

No. 891 of 1867.—Lieutenant J. A. S. Colquhoun, of the Royal Artillery, Commissary of Ordnance, is allowed leave of absence from the 30th to the 31st May 1867, in extension of privilege leave.

H. W. NORMAN, Col.,  
Secy. to the Govt. of India.

### NOTIFICATION.

Calcutta, the 13th September 1867.

Under Clause 26 of the Regulations appended to the Regimental Debts Act of 1863, it is notified that reports of the deaths of the undermentioned Commissioned Officers, Warrant Officers, and Hospital Apprentices, on the dates specified, were received in the Military Department during the month of August 1867:—

Corps.	Rank and Names.	Date of decease.	Place of decease.	Testate or Intestate.	REMARKS.
Bengal Staff Corps ...	Lieutenant-Colonel H. M. Garstin	27th July 1867	Murree.		
38th Foot ...	Captain A. Walker	28th ditto	Ditto.		
77th ditto ...	Ensign F. P. Ferguson	Ditto	Ditto	Intestate..	W. D. Ferguson, Esq., father; 48, Mountjoy Square, Dublin.
107th ditto ...	Captain G. S. Dysart	Ditto	Allahabad.		
3rd Battalion, Rifle Brigade	Assistant Surgeon W. N. Pell	31st ditto	Murree	Intestate..	Next-of-kin, Robert Berridge, uncle; Solicitor, Leicester.
93rd Foot ...	Captain J. Bond	2nd Aug. 1867	Seepree.		
1st Battalion, 19th Foot	Ensign T. R. Martyr	20th ditto	Drowned, crossing a torrent near Barracow, on the road to Murree.		
Commissariat Dept. ...	Sub-Conductor W. Colmer	27th July 1867	Near Loodiana	Testate ...	Widow and two children, Ferozepore. Widow administering.
Ordnance Department	Officiating Sub-Conductor J. Butterworth	3rd Aug. 1867	Dera Ismail Khan.		
Commissariat Dept. ...	Sub-Cond. R. Robinson	4th ditto	Darjeeling.		
Sub-Medical Dept. ...	Hospital Apprentice J. Alexander	21st July 1867	Chinsurah...	Intestate..	Next-of-kin, sister, Mrs. J. Fernandez; 10, Weston's Lane, Calcutta.
Ditto ditto ...	Hospital Apprentice J. H. Ward	30th ditto	Drowned at Agra	Intestate..	Next-of-kin, mother, Mrs. Roderick, Jubbulpore.



Calcutta, the 13th September 1867.

### NOTICE

Is hereby given that the amounts on account of the estates of deceased European Commissioned and Warrant Officers, as specified in the Statements published below, have been received by the undersigned, to whom all claims by creditors against the respective properties of the deceased, are to be submitted within two calendar months from the date of this Notice:—

*Statement of Deposits made at the Presidency Pay Office, on account of estates of deceased European Commissioned Officers of Her Majesty's British Military Service, during the month of August 1867.*

Date of Deposit.	On whose account.	Rank.	Corps.	General number.	Date of decease.	Testate or Intestate.	Amount of monies accruing from the adjustment of Estates.	Amount of Donation Batta due to Estates.	Total unclaimed amount deposited.	HOW DISPOSED OF.				Rate of Exchange.	REMARKS.
										Amount paid in India.	Amount retained in India.	In Co.'s Rupees.	Equivalent in Sterling.		
26th Aug. 1867	(a)—Edward Spry Tritton ...	Lieutenant	H. M.'s 97th Regt. of Foot ...	...	11th May 1867...	Intestate	Rs. As. P. 134 15 4	...	Rs. As. P. 134 15 4						
27th ditto ...	(b)—John Campbell Partridge	Captain ...	H. M.'s 101st Regt., B. Fusiliers ...	...	14th June 1867..	Ditto ...	234 12 2	...	234 12 2						
	Total Rs. ...	...	...	...	...	...	369 11 6	...	369 11 6						

(a)—Mrs. Tritton, widow of late Colonel Tritton, 2nd Dragoons, London. Administrator General administering.

(b)—Father, in England; brother, Surgeon S. B. Partridge, Bengal Medical Establishment, Medical College, Calcutta. Administrator General administering.

FORT WILLIAM,

PAY OFFICE;

The 31st Aug. 1867.

A. HUNTER, *Lieut.-Col.*,

*Offg. Presidency Pay-master.*

*Statement of Deposits made at the Presidency Pay Office, on account of estates of deceased European Commissioned and Warrant Officers of Her Majesty's Indian Military Service, during the month of August 1867.*

Date of Deposit.	On whose account.	Rank.	Corps.	General number.	Date of decease.	Testate or Intestate.	Amount of monies accruing from the adjustment of Estates.	Amount of Donation Batta due to Estates.	Total unclaimed amount deposited.	How disposed of.				Rate of Exchange.	REMARKS.
										Amount paid in India.	Amount retained in India.	In Co's Rupees.	Equivalent in Sterling.		
7th Aug. 1867	Commissioned and Warrant Officers. (a) Louis T. K. Gustavinski ...	Lieutenant..	Bengal Staff Corps...	...	6th March 1867	Intestate..	Rs. As. P. 1,387 10 7	...	Rs. As. P. 1,387 10 7						
26th ditto	(b) William Drummond Alexander Robert Short ..	Lieut.-Col..	Royal (Bengal) Engrs.	...	12th Dec. 1866..	Ditto ...	15 0 0	...	15 0 0						
17th ditto	William Low ...	Offg. Condr.	Ordnance Department	...	29th March 1867	Ditto ...	360 7 6	...	360 7 6						
	Total Rs.			...	...	...	1,763 2 1	...	1,763 2 1						

(a)—Administrator General administering.

(b)—Next-of-kin, widow, Catherine Elizabeth Short; children, W. H. A. Short, E. E. M. T. Short, F. J. E. Short, E. G. M. Short, A. M. B. Short, and A. E. A. Short. Administrator General administering.

PAY OFFICE;  
FORT WILLIAM,  
The 31st Aug. 1867.

A. HUNTER, Lieut.-Col.,

Offg. Presidency Pay-master.

H. K. BURNE, Lieut.-Col.,

Offg. Secy. to the Govt. of India.



## MARINE DEPARTMENT.

## NOTIFICATION.

*Simla, the 13th September 1867.*

No. 7 of 1867.—The Viceroy and Governor General of India in Council is pleased hereby to

\* XII.—In every Port subject to this Act, to which the provisions of this Section shall be specially extended by any order of the Local Government, it shall be unlawful to move any vessel of the burthen of 200 tons or upwards without having a Pilot, Harbour Master, or Assistant of the Master Attendant or Harbour Master on board; or to move a vessel of any burthen less than 200 tons, and exceeding 100 tons, without having on board a Pilot, Harbour Master, or Assistant of the Master Attendant or Harbour Master, unless authority in writing so to do has been obtained from the Conservator or some Officer empowered by such Conservator to give such authority; and if any vessel shall, except in a case of urgent necessity, be removed contrary to the provisions of this Section, the Master of such vessel shall be liable to a penalty not exceeding Rupees two hundred for every such offence, unless the Master of the vessel shall, upon application to the proper Officer, be unable to procure a Pilot, Harbour Master, or Assistant of the Master Attendant or Harbour Master to go on board the said vessel.

Exception.

Penalty.

extend to the Port of Rangoon, Section XII.\* of Act XXII. of 1855, and under the provisions of the same Act, His Excellency in Council directs that every vessel of 200 tons and upwards entering or leaving the Port of Rangoon, or any of the navigable channels leading thereto, shall be chargeable with pilotage at the rate or rates expressed in the accompanying Schedule, and such rate or rates shall be recoverable by the Conservator of the Port, or the Collector of

Customs, in the same manner as Port Dues are now by law recoverable.

*Irrawady Pilotage chargeable on Vessels.*

## SCHEDULE D.

## Inward Pilotage.

Draught of water.					Full Pilotage.	One-quarter.	One-half.	Three-quarters.
Below and up to	9 feet	...	...	...	30	7 8 0	15 0 0	22 8 0
9 feet	10 "	...	...	...	36	9 0 0	18 0 0	27 0 0
10 "	11 "	...	...	...	43	10 12 0	21 8 0	32 4 0
11 "	12 "	...	...	...	51	12 12 0	25 8 0	38 4 0
12 "	13 "	...	...	...	60	15 0 0	30 0 0	45 0 0
13 "	14 "	...	...	...	75	18 12 0	37 8 0	56 4 0
14 "	15 "	...	...	...	90	22 8 0	45 0 0	67 8 0
15 "	16 "	...	...	...	105	26 4 0	52 8 0	78 12 0
16 "	17 "	...	...	...	120	30 0 0	60 0 0	90 0 0
17 "	18 "	...	...	...	140	35 0 0	70 0 0	105 0 0
18 "	19 "	...	...	...	160	40 0 0	80 0 0	120 0 0
19 "	20 "	...	...	...	180	45 0 0	90 0 0	135 0 0
20 "	21 "	...	...	...	205	51 4 0	102 8 0	153 12 0
21 "	22 "	...	...	...	230	57 8 0	115 0 0	172 0 0
22 "	23 "	...	...	...	260	65 0 0	130 0 0	195 0 0
23 "	24 "	...	...	...	300	75 0 0	150 0 0	225 0 0
24 "	25 "	...	...	...	375	93 12 0	187 8 0	280 4 0
25 "	26 "	...	...	...	550	132 8 0	275 0 0	407 8 0

## Outward Pilotage.

Draught of water.				Full Pilotage.	One-quarter.	One-half.	Three-quarters.
Below and up to 9 feet	...	...	...	30	7 8 0	15 0 0	22 8 0
9 feet	10	„	...	36	9 0 0	18 0 0	27 0 0
10 „	11	„	...	43	10 12 0	21 8 0	32 4 0
11 „	12	„	...	51	12 12 0	25 8 0	38 4 0
12 „	13	„	...	60	15 0 0	30 0 0	45 0 0
13 „	14	„	...	75	18 12 0	37 8 0	56 4 0
14 „	15	„	...	90	22 8 0	45 0 0	67 8 0
15 „	16	„	...	105	26 4 0	52 8 0	78 12 0
16 „	17	„	...	120	30 0 0	60 0 0	90 0 0
17 „	18	„	...	175	43 12 0	87 8 0	131 4 0
18 „	19	„	...	200	50 0 0	100 0 0	150 0 0
19 „	20	„	...	225	56 4 0	112 8 0	168 12 0
20 „	21	„	...	256-4	64 1 0	128 2 0	192 3 0
21 „	22	„	...	287-8	71 14 0	143 12 0	215 10 0
22 „	23	„	...	325	81 4 0	162 8 0	243 12 0
23 „	24	„	...	375	93 12 0	187 8 0	281 4 0
24 „	25	„	...	475	118 12 0	237 8 0	356 4 0
25 „	26	„	...	600	150 0 0	300 0 0	450 0 0

H. W. NORMAN, Col.,  
Secretary to the Government of India.

## PUBLIC WORKS DEPARTMENT.

## NOTIFICATIONS.

## Establishment.

Simla, the 11th September 1867.

No. 236.

Lieutenant T. Gracey, R. E., is appointed to the Public Works Department as an Assistant Engineer, 2nd Grade, and posted to the North-Western Provinces.

The 12th September 1867.

No. 237.

The undermentioned Overseers, 3rd Grade, on probation, Hyderabad, are permanently appointed

to the Public Works Department in that grade, with effect from 12th August 1867 :—

Mr. B. O'Brien.

Wamun Anunt.

The 13th September 1867.

No. 238.

The undermentioned passed students of the Thomason College are appointed to the Public Works Department, and posted as follows :—

## Engineer Apprentice :

Mr. P. Nelson, to North-Western Provinces.

„ G. Bird, to Oudh.

## Overseers, 3rd Grade :

Jwala Sahai, to North-Western Provinces.

Goolab Singh, to Punjab.

Buldeo Pershad, to Oudh.



## Revenue—Forest.

*The 11th September 1867.*

No. 12F.

Lieutenant W. Stenhouse, Staff Corps, Assistant Conservator of Forests, 1st Class, British Burmah, arrived at Madras on the 22nd July 1867, on return from sick furlough, and assumed charge of the Rangoon Division on the 12th August.

C. H. DICKENS, *Col., R. A.,*  
*Secy. to the Govt. of India.*

## Great Trigonometrical Survey of India.

## NOTIFICATIONS.

*Calcutta, the 6th September 1867.*

No. 30.

The following promotion is made with effect from 1st instant:—

Mr. J. McGill, Civil Assistant of the 2nd Grade, to be a Civil Assistant of the 1st Grade.

No. 31.

Mr. James Low, Sub-Assistant, 1st Grade, availed himself on the 1st July last of the preparatory leave of absence for one month, granted to him in Notification No. 19, dated 19th June 1867.

J. T. WALKER, *Lieut.-Col., R. E.,*  
*Supdt., G. T. Survey of India.*

## GAZETTE OF INDIA.

## NOTIFICATION.

*The 26th April 1867.*

The Viceroy and Members of the Government of India having left the Presidency for Simla, it is hereby notified that on and after the 4th May until further notice, the *Gazette of India* will be published at Simla on the morning of every Saturday.

All communications other than remittances intended for the *Gazette* should be addressed to the "Superintendent, *Gazette of India*, Simla."

Remittances should be sent to the Calcutta Office.

In answer to numerous enquiries, the Publisher of the *Gazette of India* notifies to private Subscribers that though no stamps are affixed to their copies, they are still liable to the cost of postage, as that cost, though not paid on each separate parcel, is still debited to the *Gazette* by the Post Office.

## Weekly Statement of Silver tendered, of Certificates issued, and Silver Balance in the Mint.

DATE.	Silver tendered, estimated value.	Certificates issued for	BALANCE OF BULLION		
			Under assay.	Assayed.	Held on account of Currency Department.
1867.	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>	<i>Rupees.</i>
September 2nd	2,433	92,661	19,545	1,81,567	27,61,717
„ 3rd	1,034	11,863	20,579	1,91,891	27,61,717
„ 4th	.....	.....	8,481	1,92,967	27,61,717
„ 5th	24,500	1,623	31,403	1,94,665	27,61,717
„ 6th	4,718	.....	36,121	97,863	27,61,717
„ 7th	2,01,125	1,206	2,36,026	99,179	27,61,717

CALCUTTA MINT,  
*The 9th September 1867.*

J. F. SHEKLETON,  
*Officiating Mint Master.*

## CURRENCY NOTES.

*Extract from Financial Department Notification  
No. 1004A., dated Simla, 30th July 1866.*

*Para. 9.—“The person making the statement respecting a lost or destroyed Note, or portion of Note, will be required to advertise its loss (free of charge) thrice at least in the Official Gazette of the Presidency or place where or within which the Note is payable, and once in the Gazette of India.”*

**Lost.**

Halves of the following Government Currency Notes of the Lahore Circle:—

No. A18—42435, for Rs 10.  
 „ A26—36947, „ 20.  
 „ A30—35909, „ 100.  
 „ A30—35910, „ 100.

LEWIS STEWART & Co.

The right-hand halves of Government Currency Notes:—

Nos. A6—01666, 57049 and 01282, for Rs. 10 each; and the left-hand half of Note No. A6—01273, for Rs. 10.

J. HECTOR,  
*Offg. Dy. Secy. & Treasurer,  
 Bank of Bengal.*

In transit between Jullunder and Simla, in June last, halves of the following Currency Notes of the Lahore Circle:—

Nos. A23—25705, A23—26430, for Rs. 50 each.

A. M. VERCHERE,  
*Assistant Surgeon, 13th N. I*

On the 19th February 1866, the right-hand half of the following Lahore Circle Currency Note—payment stopped:—

No. A15—26311, for Rs. 500.

BAHADOOR SING,  
 PERTAUB SING,  
 DHUNPUT SING.

Second half of the following Currency Note—intimation of loss given to the Currency Office, Allahabad:—

No. A39—01550, for Rs. 100.

E. SWETENHAM, *Lieut.,  
 Executive Engineer, Jhansie.*

The right half of Government Currency Note—intimation of loss given to the Currency Office, Calcutta:—

No. A9—25643, for Rs. 20.

E. J. NEWVILLE.

Second half of the Lahore Currency Note:—  
 No. A30—36348, dated 5th May 1864, for Rs. 100.

ZAHAREEAH MULL.

Through the Post Office, the second half of the following Currency Note—intimation of which has been given to the Currency Office, Calcutta:—

No. A34—33049, for Rs. 20.

C. DUBERY.

Government Currency Note No. A34—14924, for Rs. 20.

In transmission from Purtabgurh, Oudh, to Messrs. Playfair, Duncan and Co., Calcutta, the left-hand halves of Currency Notes Nos. A39—04613 and A39—04624, of the Allahabad Circle, for Rs. 100 each.

D. TURNER.

In transit by Post, the upper half of the Allahabad Currency Note:—

No. A18—31692, for Rs. 10.

PEAREE MOHUN BANERJEE,  
*Pleader, High Court, N. W. P.*

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A13—96766, for Rs. 100.  
 „ A13—96767, „ 100.  
 „ A13—97978, „ 100.  
 „ A30—16446, „ 100.  
 „ A30—16580, „ 100.  
 „ A15—23624, „ 500.  
 „ A28—41899, „ 1,000.

J. W. O'DONNELL,  
*Executive Engineer,  
 Jubbulpore.*

Second halves of the following Currency Notes—intimation of loss given to the Currency Office, Allahabad:—

No. A26—15942, for Rs. 20.  
 „ A26—16623, „ 20.

JOHN GREIVE HALL, *Lieut., R. E.*

**Lost or Stolen.**

Halves of the following Currency Notes—intimation of loss given to the Currency Office, Calcutta:—

No. 30-8—28566, for Rs. 100.  
 „ 30-7—93218, „ 100.  
 „ 30-8—43031, „ 100.  
 „ 30-8—33825, „ 100.  
 „ 30-8—39974, „ 100.

SHAIK SHAKAWAT HOSSEIN.

The left-hand half of a Government Currency Note—payment stopped:—

No. A31—42739, for Rs. 10.

KHETTER MOHUN BANERJEE.



Half of the following Currency Note—intimation of loss given to Currency Office, Calcutta:—

No. A35—41555, for Rs. 50.

G. H. BOWIE, *Captain.*

Between Rungpore and Calcutta, the second half of the Government Currency Note No. A18—62628, for Rs. 10.

C. A. PERROUX,  
*Rungpore.*

Between Umballa and Sultanpore, in Oudh, two halves of Government Currency Notes, No. A26—29266, of the 15th May 1862, for Rs. 20; and No. A18—13109, of the 8th May 1862, for Rs. 10, on Lahore and Allahabad Circles.

#### Stolen.

The following entire Government Currency Notes:—

Nos. 25377, for Rs. 10; and 66440, 66441 and 66442, for Rs. 20 each.

HURRO KISTO BOSE.

From a Registered letter, in transit by Post from Cheerapoonjee to Dinapore, the following entire Currency Note—intimation of which has been given to the Currency Office, Calcutta:—

No. A35—50565, dated 16th May 1865, for Rs. 50.

SHIB CHUNDER SINGH.

The following Government Currency Notes—intimation given to the Currency Office, Calcutta:—

Half Notes Nos. A11—29347, for Rs. 50; A13—13858, for Rs. 100. Entire Notes Nos. 77998, 29369, for Rs. 50 each; No. 52486, for Rs. 20; and Nos. 63244, 45903, 46201, for Rs. 10 each.

RAMRUTTUN SEIN.

The entire Government Currency Notes of the Allahabad Circle—intimation given to the Currency Office, Allahabad:—

No. A30—17338, for Rs. 100.

„ A26—19290, „ 20.

G. G. CHARLES,  
*Asstt. Supdt., Telegraph Dept.*

#### Mislaid.

First half of Currency Note No. A7—05726, for Rs. 10; and second half of Currency Note No. A7—05729, for Rs. 10.

DEBENDRO LOH MITRA.

#### Missing.

The corresponding halves of the following Currency Notes—intimation given to the Currency Office, Calcutta:—

No. 83949, for Rs. 10.

„ 46314, „ 10.

#### Injured by Rats.

The following Government Currency Notes:—

No. 12385, for Rs. 10.

„ 12392, „ 10.

„ 12394, „ 10.

„ 12395, „ 10.

„ 12398, „ 10.

Application for payment made to the Currency Office, Allahabad.

#### PROMISSORY NOTES.

##### Lost, Mislaid, or Destroyed.

Government Promissory Note No. 000248 of 19682 of 1842-43, at 4 per cent., for Rs. 1,000.

JOWALLAPERSHAUD.

#### ADVERTISEMENTS.

*Published this day,*

PRICE TEN RUPEES,

##### The Law of Evidence,

With more especial reference to the Courts of British India not established by Royal Charter,

By C. D. FIELD, Esq.,

Bengal Civil Service,

*Officiating Judge of the Principal Courts of Small Causes of Kishnaghur and Jessore.*

*(Now Registrar of the High Court, Calcutta.)*

BY THE SAME AUTHOR,

##### Indian Law Reform.

PRICE THREE RUPEES.

##### Rent Law Procedure in Bengal.

PRICE SIX RUPEES.

##### Rent Law Procedure in Bengal,

*Translated into Bengalee.*

PRICE THREE RUPEES.

Index to the Bengal Regulations and Acts of the Legislative Council of India and of the Bengal Council.

PRICE THREE RUPEES.

CALCUTTA:

MESSRS. R. C. LEPAGE AND CO.,

DALHOUSIE SQUARE.

## ADMINISTRATOR GENERAL'S OFFICE.

## NOTICE.

*Admitted Claims against the undermentioned Estates are payable on Tuesday and Friday as usual:—*

ESTATES.	Claims or Dividends.	Rates of Dividend per Rupee.	REMARKS.
* Parsick, Arratoon, <i>alias</i> Barsick, late an Armenian inhabitant of Calcutta ... ..	Claims ...	In full.	
* Bigwood, A., late a Staff Sergeant employed in the Commissariat Department ... ..	Ditto ...	Ditto.	
* Browne, C. H., late a Tea Planter in the District of Luckimpore, in the Province of Assam ... ..	Ditto ...	Ditto.	
* Boileau, F. D., Lieutenant, late in the General List of Infantry ... ..	Ditto ...	Ditto.	
Buyers, W., Rev., late in the service of the London Missionary Society ... ..	1st Dividend ...	at 10 as. 7½ pie.	
* Boam, W., late a British subject employed in the Delhi Railway ... ..	Claims ...	In full.	
Balderston, G. V., Major, late in the 23rd Regiment, Bengal Native Infantry ... ..	1st Dividend ...	at 4 as. 11 pie.	
* Blenman, D. T., late Superintendent of City Police, Lucknow	Claims ...	In full.	
Cunningham, J. D., Captain, late of Engineers... ..	2nd Dividend ...	at 3 as. 11½ pie.	
Gough, Thomas, Lieutenant-Colonel, late in the Bengal Native Infantry ... ..	3rd Dividend ...	at 1 an. 7 pie.	
Hardy, T. F., late a Lieutenant and Quarter-Master of the 36th Regiment, Native Infantry ... ..	1st Dividend ...	at 5 as. 5 pie.	
Kelly, William, late a Civil Engineer employed in the Benares Division ... ..	1st Dividend ...	at 6 as. ½ pie.	
* Mackenzie, C. W., late Deputy Magistrate and Deputy Collector of Cuttack ... ..	Claims ...	In full.	
* McCausland, J. K., late in Bengal Staff Corps ... ..	1st Dividend ...	at 3 as. 11 pie.	
Manson, G. W., Captain, late in the Bengal Staff Corps ... ..	1st Dividend ...	at 8 as. 6½ pie.	
* Parry, John, late a Tea Planter in the District of Cachar ... ..	Claims ...	In full.	
* Ryan, J. B., late a Staff Assistant Surgeon attached to the Royal Artillery ... ..	Ditto ...	Ditto.	
Sweeny, J. R. G., late a Lieutenant in Her Majesty's 20th Hussars ... ..	1st Dividend ...	at 4 as. 5 pie.	
* Tyler, W. G. B., Captain, late in the Bengal Staff Corps ... ..	Claims ...	In full.	
* Wilson, H., late of the Bengal Civil Service ... ..	Ditto ...	Ditto.	
* Warnekey. A. C., <i>alias</i> Reuter, late a German residing at Darjeeling ... ..	Ditto ...	Ditto.	

*N. B.*—Persons interested in the surplus of the Estates marked \* are requested to make immediate application to the Administrator General, forwarding documentary evidence of their claims.

Persons presenting receipts for payment are requested at the same time to produce the registry certificates which have been granted to them from this Office.

CALCUTTA,  
5, STRAND,  
The 6th September 1867.

C. S. HOGG,  
Administrator General.



WILL BE READY ON OCTOBER 1, 1867.

*Price Rs. 5; Packing Charges and Postage, 8 As. extra.*  
[Should Postage Stamps be remitted, one anna additional in the Rupee must be sent to cover discount on sale of Stamps.]

By Authority of Government.

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OFFICIAL  
QUARTERLY ARMY LIST

OF  
H. M.'S FORCES IN BENGAL,

TO WHICH IS ADDED

A NON-OFFICIAL SUPPLEMENT,

CONTAINING

THE LATEST CORRECTED CIVIL LIST,

&c., &c., &c.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,  
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1867.

Edited by the Secretary, Board of Revenue.

THE FIRST COMPLETE EDITION OF THE RULES OF  
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FOR THE

GUIDANCE OF OFFICERS

ENGAGED IN

THE ADMINISTRATION

OF THE

REVENUE DEPARTMENT

IN THE

Lower Provinces of Bengal.

This work supersedes "Hume's Manual," and will be the Text Book for the examination of Assistant and Deputy Collectors, so far as the Rules of the Board of Revenue are concerned. It is indispensable to all Revenue Agents and Pleaders who practise in Revenue Courts, and to all who have business in Revenue Offices throughout the country.

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FROM THE YEAR 1854 TO THE PRESENT DATE.

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Selections from the Records of Govt., N. W. P.,  
Part XLIV.

CONTENTS:

Report on Native Presses in the N. W. Provinces—Annual Reports of the Lunatic Asylums at Bareilly and Benares—Annual Report of the Vaccine Operations in the Agra and Meerut Divisions—Report on the Progress of the Public Library and Museum at Allahabad. *Price Re. 1.*

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1867.

*Price 5 Rupees.*

FINANCE AND REVENUE ACCOUNTS OF THE  
GOVERNMENT OF INDIA, for the year 1865-66,  
and ESTIMATE OF REVENUE, EXPENDITURE,  
and CASH BALANCES for 1866-67, with a comparison of the two years.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,  
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1867.

Public Works Classified List.

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CLASSIFIED LIST

AND

DISTRIBUTION RETURN

OF THE

PUBLIC WORKS DEPARTMENT

OF THE

GOVERNMENT OF INDIA,

Corrected up to 1st April 1867.

CALCUTTA:

OFFICE OF SUPDT., GOVERNMENT PRINTING,  
4, HASTINGS STREET.  
1867.



# The Gazette of India

EXTRAORDINARY.

Published by Authority.

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SIMLA, THURSDAY, SEPTEMBER 26, 1867.

---

STAR OF INDIA.

NOTIFICATION.

*Simla, the 26th September 1867.*

ON Wednesday next, the 2nd of October, the GRAND MASTER, will hold an Investiture of the Most Exalted Order of the STAR OF INDIA, for the purpose of investing with the Insignia of the said Order, Rajah JODBEER CHUND, of Nadown.

The CIVIL and MILITARY Officers of Government at Simla are invited to be present at PETERHOFF at 12 o'clock on that day to witness the Ceremony.

By Order of the GRAND MASTER,

W. MUIR,

*Secretary to the Most Exalted Order  
of the Star of India.*





# The Gazette of India.

Published by Authority.

SIMLA, SATURDAY, SEPTEMBER 21, 1867.

## HOME DEPARTMENT.

### LEGISLATIVE.

The following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 5th September 1867, and is hereby promulgated for general information:—

#### ACT No. XXXV OF 1867.

*An Act to provide temporary assistance to the Financial Commissioner of the Panjáb.*

WHEREAS, owing to the state of business in the Court of the Financial Commissioner of the Panjáb, it is expedient to give him some temporary assistance in the disposal of appeals now pending before him, or which, within such time as hereinafter mentioned, shall be presented in his Court; It is hereby enacted as follows:—

1. The Lieutenant-Governor of the Panjáb may, with the previous sanction of the Governor General of India in Council, appoint an officer to be styled the Additional Financial Commissioner of the Panjáb, who shall hold his office during the pleasure of the said Lieutenant-Governor.

2. The said Financial Commissioner may, from time to time so long as this Act shall remain in force, cause a list of the appeals which he may wish to be transferred from his Court to the Court of the said Additional Financial Commissioner, to be prepared and sent to the said Lieutenant-Governor; and such Lieutenant-Governor may, if he think fit, order all or any of such appeals to be transferred accordingly.

3. The procedure of the Additional Financial Commissioner in appeals so transferred, shall be regulated by the rules relating to Civil Procedure for the time being in force in the Panjáb, and his orders on such appeals shall have the same effect to all intents and purposes as if they had been made by the said Financial Commissioner.

4. The Additional Financial Commissioner shall hold his sittings at such place in the Panjáb as the Lieutenant-Governor shall from time to time appoint.

5. This Act shall come into operation on the first day of October 1867, and shall remain in force until the first day of April 1868, or until such subsequent day (if any) as the Governor General of India in Council shall notify in the *Gazette of India*: Provided that as to such appeals (if any) as shall, on or before the said first day of April, or the day so notified, as the case may be, have been transferred under the provisions herein contained, and shall not have been disposed of by the Additional Financial Commissioner, this Act shall remain in force until such appeals shall have been disposed of as aforesaid.

WHITLEY STOKES,

*Asstt. Secy. to the Govt. of India,  
Home Department Legislative).*

The following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 5th September 1867, and is hereby promulgated for general information:—

#### ACT No. XXXVI OF 1867.

*An Act to correct an error in Act No. XVII of 1862.*

WHEREAS Act No. XVII of 1862 (*An Act to repeal certain Regulations and Acts relating to Criminal Law and Procedure*) repeals by its schedule the whole Madras Regulation XI, 1816 (*A Regulation for the establishment of a general system of Police throughout the territories subject to the Government of Fort St. George*), "except Sections VIII, IX, X, XII, XIII, XIV, and XLVII;" and whereas the said section number "XII" is an error, and it is expedient to correct the same; It is hereby enacted as follows:—

1. The Schedule to the said Act shall be read as if for the words and figures hereinbefore cited, the following were substituted (that is to say), "except Sections VIII, IX, X, XI, Clause 1. XIII, XIV, XLVII."

WHITLEY STOKES,

*Asstt. Secy. to the Govt. of India,  
Home Dept. (Legislative).*